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## The Solicitors' Journal.

LONDON, APRIL 11, 1868.

ON WEDNESDAY next, being the first day of Easter Term, the various Courts of Law and Equity will resume their sittings. The Lord Chancellor will hold the customary levees on the occasion.

THE PUBLIC, and still more the profession, must have seen with amazement a few days ago rather more than a column of the *Times* devoted to setting out in full the award of an arbitrator upon a case which had been referred to him. They must have been still more surprised at seeing the nature of the case to which such exceptional publicity was given; that it was a case between a nobleman and the lady with whom he had lived for years, involving questions of the most delicate character; such a case that when it was before the public by the act of the parties, the Lord Chief Justice almost forced it to a reference for the very purpose of avoiding the scandal of exposure. And surprise must have reached a climax upon seeing that the award now given to the public is the award of a professional man, and one of Her Majesty's Counsel. Now upon the merits of the award we express and can form no opinion. We know little of the data upon which it was formed, and we ought to have known less. But upon the publication of the award we can and do form a very decided opinion. The case was understood to have been referred for the express purpose of securing a fair settlement between the parties, and at the same time a settlement without publicity. In order to secure a thoroughly competent arbitrator, the choice was left to the Lord Chief Justice. And now that the case is settled, we read the award containing elaborate details as to the transactions between the parties, and dragging in the names of a number of other persons, published in the leading journal, for no object, apparently, but to gratify vulgar curiosity, and increase the publicity of the original scandal. We should like to know by whom this award has been published. Was it by the defendant's advisers? That is inconceivable. Was it by the plaintiff's advisers? If so it is difficult to imagine their motive, and impossible not to condemn their act. Was it by the arbitrator? If so, it was either done at the request of the parties, in which case we marvel at the taste of all concerned, plaintiff, defendant, arbitrator, and editor; or it was done by the arbitrator of his own mere motion, in which case our respect for his profession restrains us from characterizing such a course as it deserves.

THE SAFEST of all the frauds of the day seem to be loan office frauds. Every newspaper teems with offers of money to lend at merely nominal interest; but the great majority of these offers are nothing more nor less than invitations to simple folk to come and be swindled. Not a week passes without some of the swindlers being sued in the metropolitan county courts for the return of fees exacted for inquiries that are never made, or for money obtained under some form of false pretence that falls a trifle short of criminality. If the delinquents are brought before a police court, the magistrate tells

the complainant that his remedy is in the county court. If summoned to the county court they are artful enough to avoid exposure by paying the amount claimed into court. Nothing would be so ruinous to these gentry as to have their cases tried and reported; and so well do they understand this, that when one of them did lately contest a case in a county court and ignominiously lost it, his brethren are known to have remonstrated very freely with him—not for the fraud, which was denounced in severe terms by the judge, but for not paying the money into court and thus avoiding a grave scandal against the craft. These men can afford to pay the occasional claims made upon them in this way because not one in a hundred of their victims knows that a county court judge would order money thus semi fraudulently exacted to be returned with full costs.

There could hardly be a more distinct confession of dishonesty on the part of a body of men than the fact that when sued for the return of money received by them they almost invariably pay it into court, of course knowing that frequent judicial investigation and consequent exposure would tend to spoil their game.

THE VARIOUS ACTS affecting the jurisdiction of the county courts afford a curious example of the fashion in which Acts of Parliament are drawn, and of the amount of uncertainty and inconvenience which mere slovenliness can give rise to. It is an elementary rule with all ordinary draftsmen never to change their phraseology unless a change of meaning is to be expressed. Parliamentary draftsmen, if one were to credit them with any intention at all in such matters, would seem to act on the contrary rule,—never use the same words twice to express the same meaning. Most of the County Court Acts, though their wording has varied, have made the jurisdiction of the courts depend upon the place where the parties or certain of the parties, in some sense or other, reside or carry on their business. And our readers know but too well how much litigation and how many decisions there have been upon the meaning of the terms used. Everybody knows the decisions as to whether a man might reside in two places at once, whether a temporary residence was sufficient, and so on. Any person, therefore, framing a new act in which any similar test of jurisdiction is adopted, ought to know that he is treading upon difficult ground, and to realise the extreme importance of adhering to some uniform mode of expression, and, moreover, to that form of words upon which repeated decisions have placed a definite construction. But what has, in fact, been done? The County Court Act, 1867, in section 1, makes the jurisdiction in general depend upon the place where the defendant "shall dwell or carry on business." But section 3, which deals with the relations of the metropolitan courts to the city courts, uses the words "reside or carry on business." The framers probably thought that Saxon English suits the country, Latin the town. You *dwell* in the country, but *reside* in London. By the Equity Jurisdiction Act proceedings under the Trustee Acts may be taken where the applicant "*resides*," but administration suits may be commenced where any executor "*has his place of abode*." For the purposes of the Act giving probate jurisdiction you must inquire where the deceased had "*his fixed place of abode*." The new Bankruptcy Bill adopts the form "*resides or carries on business*." But the companion Bill for abolishing arrest on final process has a form of words of its own. Judgment debtor summonses must be taken out where the debtor "*carries on business or usually lives*, or at the issuing of the summons happens to be." We hope the Lord Chancellor will take an opportunity in committee upon the bill of explaining the exact force of the words "*usually lives*," and how they differ in meaning from "*dwells*," "*resides*," "*has his place of abode*," and "*has his fixed place of abode*." We are quite sure that, if the words are allowed to stand, the courts of law will have

to consider this question, and at no small expense to somebody. If justice were done, it would be at the expense of the draftsman.

WE OBSERVE that the 375th section of Lord Cairns' new Bankruptcy Bill empowers the Courts of Quarter Sessions to try cases of misdemeanour under the Act. Hitherto bankruptcy misdemeanours have been triable only at assizes and at the Central Criminal Court, and we question very much whether it is wise to entrust the power of adjudicating upon these cases to an inferior tribunal. If we may judge from our experience of the working of former Bankruptcy Acts, misdemeanours of this kind often involve the investigation of a complicated series of facts, and are besides not unfrequently hampered with very nice points of law. We venture to think that the country gentlemen who preside over our Courts of Quarter Sessions throughout the country are in very many instances quite incompetent to deal with cases such as these. Of course there are many exceptions; many of the chairmen of Quarter Sessions are undoubtedly men of great ability, and make as competent judges as could be found; still we believe that the experience of many members of both branches of the profession will bear us out when we say that the way in which the ordinary cases now within the jurisdiction of the Quarter Sessions are dealt with by those Courts is not such as to lead us to hope that they would be able to grapple successfully with cases of a more complicated and difficult character. We believe it has never been Lord Cairns' fortune or misfortune to practise before any of these Courts; they are to him an unknown region, and he very likely gives them more credit for efficiency than they deserve. Months ago we remember the noble lord in one of his speeches in the House of Commons telling a story of certain magistrates who said that they made it a rule never to hear more than one side of a case, as it confused matters so very much if they went on to hear the other. This is of course an exaggeration, thrown off for the purpose of enlivening or illustrating a debate; still we believe it contains a germ of truth, and at any rate it is no disrespect to the unpaid magistracy to say that it is in vain to expect that men whose training and general habits of life and thought are anything but legal, should be able to bestow upon involved and doubtful cases the amount of learning and accuracy which they deserve. Of course it may be said that we even now entrust to Courts of Quarter Sessions cases quite as difficult as any they are likely to have under the new Bankruptcy Act: they have now to try cases of embezzlement which are as difficult as anything which comes within the province of a criminal judge. This is no doubt true, but because the sessions have now to dispose of cases which, as we contend, are more than they can manage, that is certainly no reason for extending their jurisdiction. Modern legislation undoubtedly tends towards localizing the administration of justice, and the section in question only carries out this principle. It may be right to bring the law to every man's door, and to let him have it as cheap as possible; but in doing so we must take care that the law which we provide is not bad as well as cheap, and if cases which have until now been heard by the superior judges are to be entrusted to local tribunals, it will be necessary to raise the efficiency of those tribunals considerably above their present standard. If report speaks correctly the present bill is not the only piece of law reform to which Lord Cairns will stand godfather, and it may be that he has in view the establishment of stipendiary magistrates throughout the country. If he can effect this, his 375th section so far from being harmful would be highly beneficial.

A CURIOUS and unfortunate scene occurred at the Central Criminal Court on Monday last. Mr. Briarly, a barrister, had preferred a bill, by no means for the first time, before the grand jury against certain police-con-

stables. The bill was ignored, and it appears that Mr. Briarly thereupon followed the grand jury and used violent and threatening language to them. This was brought to the knowledge of the Recorder, who called upon the offender to apologise to the grand jury for what he had said. This he could not be induced to do, and he was accordingly committed for the contempt of court of which he had been guilty. The following morning Mr. Briarly purged his contempt by promising not to offend again, and was discharged. The Recorder had, of course, no alternative but to protect the grand jury by acting as he did in the first instance, and he took the mildest possible course on the following morning. Mr. Briarly is, we believe, a very aged man, and the Recorder, no doubt, felt that his offence was due rather to temper and the infirmity of age than to any worse cause.

WE UNDERSTAND that an unexpected difficulty has arisen, which for the present delays the clearance of a portion of the ground to form the site of the new Law Courts. The Government has hitherto been dealing with the owners of certain of the houses to be demolished, as owners of the fee simple. But it now appears that they in fact held under leases, with long terms still to run, and, as often happens in such cases, it is not easy to trace the whole history of the reversion, and ascertain what interests have to be considered in the transaction.

MR. JUSTICE HANNEN is to be entertained at dinner by the Home Circuit, of which he was a member, at the Albion Tavern, Aldersgate-street, on Thursday, the 10th of April. The time-honoured practice on the Home Circuit, of entertaining its members on their promotion to the bench, which had been discontinued for some years, was revived on the promotion of Mr. Justice Hannen's predecessor, the late Mr. Justice Shee. Mr. Justice Lush and Lord Chief Justice Bovill have since received the same mark of respect.

#### THE JUDGMENT DEBTORS BILL.

In a recent number we gave our readers a general outline of the scheme embodied in the Bankruptcy Bill as introduced by the Lord Chancellor in the House of Lords. But the proposed changes in the laws of debtor and creditor can be but very imperfectly understood without an examination of the companion Act, introduced as "The Judgment Debtors Act." The principle of the new bills is in accordance with the whole tenor of recent legislation on this subject. Their object may be fairly described as an endeavour to make a creditor's remedy against the property of his debtor more complete, more rapid, and more easy, while taking from him all power of touching the person of his debtor, except in certain cases in which process against the person is to be retained as a means only of assisting the recourse to the property. With this view, as we have already pointed out, the Bankruptcy Bill proposes to qualify the effect of an order of discharge as releasing the after-acquired property of the bankrupt, while, on the other hand, it puts an end to the act of bankruptcy by lying in prison. The Judgment Debtors Bill is framed upon the same principle. It begins by enacting that no person shall be arrested or charged in execution in a civil action, whether brought before or after the commencement of the Act (1st January, 1869), in any court, superior or inferior, and any person in custody at the commencement of the Act is to be forthwith discharged. And no attachment for contempt in not paying money is to issue without the special order of the court from which it issues. The effect of these provisions is, of course, obvious. Under the law as it at present stands a judgment creditor may arrest his debtor, and the debtor must lie in prison, if a trader, for a fortnight at least, or if not a trader, for two months at least, though he may

after that time obtain his discharge, either by himself petitioning for an adjudication of bankruptcy against himself, or upon the periodical visit of the registrar to the prison. This power of imposing a limited imprisonment for debt it is proposed to take away altogether. And in lieu of it certain machinery is introduced by means of which the remedy against the debtor's property is intended to be rendered more efficacious.

The first branch of what may be called the enabling part of the bill provides the means of enforcing against absconding debtors after judgment remedies similar to those which may now be employed against absconding debtors before judgment. Our readers are aware that under the Absconding Debtors Act, as now in force, a creditor who has commenced an action against his debtor may, upon affidavit of the debt, and of the probability of the debtor absconding from England, obtain his arrest upon a writ of *capias* from the superior court in which he is suing. Or, if there is not time to obtain a *capias*, or if no action has yet been commenced, he may obtain a warrant from a county court for the arrest, in which case he has seven days to complete his remedy by the issue of a *capias*. The new bill proposes to adapt this machinery to the case of a judgment debtor. It would enact that in any case in which a writ of *ca. sa.* might now issue, upon an affidavit showing a probability that the debtor will abscond out of England, a writ of *capias*, or if necessary a provisional warrant to be followed by a *capias*, may be issued for the arrest of the judgment debtor. And it is proposed that the warrant in this case, and also in the case of a debtor before judgment, may be issued not only, as now in respect to the latter class of cases, by a bankruptcy commissioner or county court judge, but also by judges of local courts of record, recorders, stipendiary magistrates, or two justices. These provisions effecting the abolition of arrest in execution, and providing for the arrest of absconding judgment debtors, constituted the second part of the bill, the first part being merely preliminary.

The second branch of the proposed provisions for the benefit of creditors are those contained in the fourth part of the bill. The object of this part is to extend and improve the system of judgment debtor summonses. It is proposed that any person who has recovered a judgment for a sum exceeding twenty pounds in any court of record (and there are corresponding provisions with regard to decrees or orders in equity and other courts) may obtain a judgment-debtor summons against the debtor. Under the present law, as governed by the Bankruptcy Act, 1861, the judgment debt to sustain a summons must not be less than fifty pounds, and the case must be one in which the debtor could be taken on a *ca. sa.* or charged in execution. Provisions, substantially the same as at present, are then made for the examination of the judgment debtor as to his property and means of payment and other matters relating thereto, and for his committal if he omit to answer fully and satisfactorily. And it is further proposed to enact that if the judgment debtor is guilty of concealment upon his examination he shall be guilty of a misdemeanour punishable by fine or imprisonment with or without hard labour. Similar penalties are imposed upon a judgment debtor who absents himself from his usual place of abode or business, or otherwise keeps out of the way of legal process, or conceals himself, unless he can show that he did not so act with intent to avoid service of a judgment debtor summons, or otherwise to defeat or delay the judgment creditor or his creditors generally.

Part 2 of the Act deals with the system of summonses under the Small Debts Act, and in some respects its effect is to extend, and in others to diminish the powers of the county courts.

On the one hand it is proposed that the power of committal for forty days upon such summonses in the cases of debts of twenty pounds or under shall for the future, whether the debtor appears to the summons or not, be exercised only (as now in the case of committals

on judgment summonses under the County Court Acts) if the defendant has obtained credit by fraud, or has willfully incurred the liability without reasonable expectation of being able to pay, or has conveyed away property with intent to defraud his creditors, or has since the judgment had the means of paying it. On the other hand it is proposed that a judge on hearing a summons against a workman or servant either under the County Courts or Small Debts Acts, may make an order attaching the wages due or to become due to the workman or servant in the hands of his employer. Not more than one-fourth of the wages earned is to be thus attached, and the amount attached is to be paid by the master into court from time to time when demanded. If more than one such order be made by different courts, the employer need only obey the first, but must give notice of each subsequent order to the officer of the court from which the first is issued.

From the outline which we have thus given of the provision of this bill, our readers will have no difficulty in estimating for themselves its effect upon the relations between debtor and creditor, and upon the security which creditors now enjoy for recovery of their money. It will be observed, in the first place, that the new law perpetuates the old distinction between large debts and small debts; there is still to be one law for the small retail tradesman and another for the merchant. Indeed it proposes to draw the line of demarcation more clearly than it has ever been drawn before; and the hard and fast line is placed at twenty pounds.

It will be convenient first to consider the case of a judgment creditor for a sum over twenty pounds. The object of a creditor who has recovered judgment against his debtor is to obtain payment of his money. If the debtor is honest and solvent, the money is paid without compulsion. If the debtor is not honest, but has property visible and accessible, which can be taken in execution, the creditor can secure payment of his claim by the threat of seizure, or at the worst by actual seizure of his debtor's property. But in very many cases the judgment debtor has either no visible property liable to execution, or none which can be seized without the certainty of disputes as to the title, to be solved only by an interpleader issue, and at the expense of a trial. In such cases, and they are legion, the creditor's chance of payment depends simply upon the degree of pressure which he is able to put upon his debtor, so as to bring to light whatever available assets he has to meet his debts, or to find or raise—beg, borrow, or steal—the necessary amount in some of the ways familiar to this class of debtors. Now under the present law the creditor has a remedy in his hands, not very reasonable in theory but very potent in practice, the threat of using which, or even the knowledge of its existence, has often the effect of bringing funds to light which would otherwise never be heard of. The creditor has the power, and the debtor knows that he has it, of sentencing his debtor to a short term of imprisonment, which imprisonment must terminate in bankruptcy, voluntary or involuntary. This imprisonment is in name a form of execution by way of satisfaction of the judgment; but in fact no creditor ever desires his debtor's arrest for its own sake. He simply wants his money, and the power of arrest in the last resort is in fact only a screw by which he can compel payment of his debt. This right, however, as we have pointed out, will be taken away if the new bill becomes law, and as far as creditors are concerned, the important question is, what means it substitutes for enabling them to obtain their money. In the first place, then, it is provided that if their debtors are about to abscond they may prevent this by arresting them. But it is not very easy to see why any judgment debtor should think it worth while to abscond under he proposed state of things. The only thing the debtor could avoid by running away is the chance of being examined under a judgment debtor summons, and the absconding classes are not generally nervous about such



trifles as examinations upon oath. And the only thing the creditor can gain by arresting the runaway is the pleasure of examining him as to the state of his finances.

Substantially the power of examining the debtor on oath under a judgment debtor summons will be under the new law the only auxiliary which creditors will have in seeking to make their remedy by *fi. fa.* available. Now, this power of examination is of course a right of no small value in many cases, but of very little value in the very cases in which some such agency is most needed, namely, in the case of debtors who are deliberately minded to conceal the truth. The experience of the Court of Bankruptcy has proved this, and how easy it is for a dishonest man to defeat all examination as to the state of his affairs; and yet the creditors or their representatives have far more insight into a bankrupt's affairs, and therefore can examine him with far more effect than an ordinary judgment creditor. It is true that there are clauses, very sound in principle, making concealment or misrepresentation criminal offences. But, unfortunately, it will be nobody's duty, and certainly nobody's interest, to put these provisions in force. A creditor wants to recover the money he is entitled to, and he will scarcely think it his duty to play the public prosecutor, and risk more money on the chance of a prosecution.

Upon the whole it appears to us that in respect to what may be called first class debts, the proposed legislation will enormously diminish a creditor's means of compelling payment of his demand, and, therefore, his likelihood of being paid, whenever his debtor is inclined to play the rogue. Imprisonment for debt we have no wish to retain, but if the small remnant of it now left is to be taken away, we should like to see some far more effectual means of dealing with refractory judgment debtors provided than any contained in this bill.

In the case of debts under twenty pounds there are to be two modes of dealing with the debtor or his property in addition to the ordinary execution against his goods. The bill proposes to retain the present power of the county court to commit for forty days on non-payment of a judgment debt; qualifying it, however, so far that *in no case* can a committal be made unless there has been credit obtained by fraud, or a liability wilfully incurred without a probability of meeting it, or a making away with property, or the means of meeting the judgment exists or has existed. Now the county court judges are known to be all of opinion that the power of committal for forty days is a useful one, and they are very likely right. But we are utterly at a loss to conceive upon what principle the enactments, especially with the proposed modifications, are founded. Is the committal a process for compelling payment? No doubt this was the first intention; but then what have the circumstances under which the original liability was incurred to do with the matter. Or is the committal a penalty? Then why is it penal to buy ten pounds' worth of meat which I cannot pay for, and not penal to buy fifty pounds' worth of jewellery. It would be well to adopt some distinct theory on this point and adhere to it consistently.

The second privilege proposed to be given to judgment creditors for small sums, that of attaching a portion of the wages of their debtors, is one as to the working of which we entertain very great doubt. We question whether employers generally will submit to the trouble and inconvenience which it would impose upon them. How would a mill-owner employing hundreds of workpeople like to have his wages account complicated by having to deduct each week five shillings from one man's wages, three-and-sixpence from another, and so on, the stoppages varying from week to week, and having to keep the sums deducted ready for the High Bailiff when he chose to call for them? And how would he relish the trouble of sending on to the first county court any stop orders served from other county courts, and the petty risks arising from omitting, this? Is it not very likely that most masters would protect themselves by simply

discharging any workman against whose wages such an order was made.

The fifth and sixth parts of the Act which we have been considering contain several proposed changes in the law relating to executions against goods, and to the filing of warrants of attorney and other similar securities. But our space does not allow us to examine them. And they are rather points of detail than matters involving any broad principle.

#### SHALL WE HAVE A PUBLIC PROSECUTOR?

It has been said that a considerable number of crimes go annually unpunished because there is no law under which they could be dealt with: technically speaking the assertion involves a contradiction in terms, because an offence against morality, which is not also an offence against the law, is not, in a legal sense, a crime; but taking the word in its popular acceptation it is probably sufficiently true that there are crimes with which the law has not yet been empowered to deal; as social complications evolve themselves new phases of immorality become possible. A still larger, and from its nature unascertainable, proportion of crimes goes annually unpunished on account of the difficulty of proof, the ingenuity of the offender or some other circumstance rendering it impossible to produce evidence adequate to obtain conviction. A third and unfortunately very large class of unpunished crime is that which escapes conviction,—not because there is no law to meet the case—nor yet on account of any difficulty of proof—but simply because it is nobody's business to put the law in operation.

This last class embraces crimes of all descriptions, in larger or smaller proportions, and in one or two instances constitutes the rule without exception. With the smaller offences, such as are usually committed by offenders of the poorer class, there are many motives which frequently deter private individuals from coming forward to prosecute. They dread trouble, expense, or publicity, and are occasionally actuated by feelings of commiseration for the offender, or (still more frequently, and with greater show of reason) for those connected with him. The fear of trouble, expense, or publicity is obviously no excuse for neglecting the duty of prosecution, nor, in reality, is the mistaken notion of benevolence. Probably there is in every case a great mixture of motives; but be that as it may, there are undoubtedly very many of these offences which go unpunished simply because no one will be at the pains to prosecute.

A week or two ago a case came before the judge of the Westminster County Court, in which two schoolmistresses sued to recover a small amount illegally taken in excess upon a bill of sale. Upon the bill of sale being produced in court, it purported to cover all the plaintiffs' household goods, while the schoolmistresses swore that when executed by them it extended merely to a piano. It did not appear by whom the addition had been made. The judge observed that it was very plain that some one had committed forgery, and very properly impounded the document, in case the schoolmistresses should be advised to prosecute. We trust they may do so; but in the event of two not very wealthy women shrinking from the trouble and cost of prosecution, this case will not even be investigated—for want of a prosecutor. Numberless are the small forgeries, embezzlements, larcenies, &c., which pass unpunished—for want of a prosecutor; and while criminals belonging to what are called the "criminal classes" are followed up with some persistency by the police, the first appearances upon the criminal stage are frequently allowed to pass unheeded. It is an old saying that the certainty and not the severity of punishment deters from crime: while punishment is, as it is now, the subject of mere "contest of opposite improbabilities," the deterrent is marvellously weakened in its effect.

But though small forgeries, embezzlements, thefts, and so on, escape punishment too often, the want of prosecu-



tion becomes more glaring when we come to offences of larger magnitude, such, for instance, as are the defalcations occasionally committed by persons of superior grade.

If a carman or clerk embezzles a few shillings he is far more likely to find himself speedily in the custody of a policeman than if, as a bank manager, he had feloniously dabbled with thousands. And this brings us to a class of crimes, which, incredible as it may appear, enjoy an actual impunity.

With all the long history of dishonesty and fraud which has disgraced the history of joint-stock enterprise during the last few years, how seldom has the criminal law been successfully brought to bear upon offenders of a higher order. Yet the 84th section of the Larceny Act (24 & 25 Vict. c. 96) provides that "whosoever, being a director, manager, or public officer of any body corporate or public company, shall make, circulate, or publish, or concur in making, circulating, or publishing, any written statement or account which he shall know to be false in any material particular, with intent to deceive or defraud any member, shareholder, or creditor of such body corporate or public company, or with intent to induce any person to become a shareholder or partner therein, or to entrust or advance any property to such body corporate or public company, shall be guilty of misdemeanour."

It is almost startling to find that whenever directors knowingly send a man by post a false prospectus, or a false annual report, with intent to induce him to become a shareholder, to deposit money or goods with the company, &c., they are guilty of a misdemeanour, and are punishable accordingly. It is to be observed that this knowledge of the falsehood may legally be presumed from the position of the director, and the intention to defraud from the tendency of the statement to produce that effect. Yet every person who has read the reports for the last few years must have read hundreds of cases in which this, or something very like it, has been done. Such deceit is constantly advanced in civil suits as a reason for relieving unfortunate shareholders from their obligations to the company. It is never used as the foundation of criminal proceedings against fraudulent directors. The reason is clear. It is neither the business nor the interest of the shareholder to prosecute the director. He has lost money enough already by the company. He has no desire to spend any more in a prosecution, from which he can gain no advantage. The consequence is that the statute is allowed to remain a dead letter.

"Raro antecedentem scelestum

Deseruit pede poena claudo,"

said Horace, but his maxim has a startling exception in joint-stock frauds, unless "claudo" be construed "halting," not in the old English, but the military sense.

It will, perhaps, be said—"But we have already a machinery by which these cases are provided for—it is the Attorney-General's business to prosecute." So it may be, but the Attorney-General has many other things to think of, and he *does not* prosecute. So far as we are aware there has been no instance in which a director, manager, or public officer has been convicted under section 84 of the Larceny Act.

Now, we say that this state of things ought not to be allowed to continue. Either the law is a bad one, and should be repealed, or it should be enforced. If experience proves that in this instance the result of leaving the vindication of the law in private hands is that the law is never vindicated at all, it becomes a grave question whether we ought not to have a public officer whose business it should be to enforce it. Few subjects can be more important. The trade of the country languishes. It is labouring under the disease of wide-spread commercial distrust. Whatever remnants of confidence survived the catastrophes of "Black Friday" have been dissipated by subsequent disclosures, of which we have not yet seen the end. The city "financiers" have

"financed" away, not only their own reputations, but that very confidence which is necessary to enable them to continue their operations. In former days, many were the grumbings at that stringent rule of chancery which confines investment to Government or real securities. Yet it is hardly an exaggeration to say that these are the only securities upon which the public is at present disposed to invest its money.

Such a state of things may be deplorable, but is scarcely surprising. If it were found that letter carriers might practically steal letters with impunity, it would be natural that post-office offences should increase, and that the public should become chary of sending valuables by post. A similar state of things actually prevails in the regions of speculation. It is found that commercial frauds may be perpetrated with practical impunity. The natural result follows, that frauds increase, and the confidence of the public diminishes. The obvious remedy is in either case the same. Punish the knaves; and honest men will prosper. The question is, how to do this. We may want new laws, but we need still more urgently some provision for the enforcement of the old ones; and experience appears to teach us that this is hardly to be done without a public prosecution department.

The Attorney-General's power of public prosecution may be taken to be simply a dead letter, and with no system appropriated to the purposes it cannot be otherwise. With regard to larcenies, embezzlements, and such like minor offences, something might be done by magistrates more frequently binding over to prosecute. But we want something more, far more, unerring than this, and, above all, we want an agency to deal with that particular class of offenders on a large scale, which, as we have seen, enjoys at present actual immunity.

The principle of prosecution on the part of the public is by no means unknown to our law. Not to mention Mint and other Treasury prosecutions, nothing is more common than for committing magistrates, where there is no private individual to become prosecutor, to bind over a policeman to prosecute the offender. The expense is, of course, borne by the county. In such a case the policeman is, in fact, a public prosecutor. The intervention of the Queen's Advocate in cases of divorce is in principle the same.

Of course there is a great difference between such practical instances as we have mentioned, and the erection of an elaborate system of public prosecution. Englishmen are jealous of any species of Government interference, and of any tampering with the established penal system. All such objections require to be very carefully considered. But it must be remembered that the appointment of a public prosecutor does not necessarily savour of paternal government, and need involve nothing of that judicial prosecution which obtains in France, and will never, we trust, gain footing here. The appointment of a public prosecutor need not make the smallest difference in the present mode of conducting trials. Nor would it interfere with the remedies of private individuals. It would still be open to any person to initiate a prosecution for any criminal offence whatsoever.

To what extent, if any, the appointment of a public prosecutor need interfere with the ordinary criminal business of the country would be a question of detail to be discussed upon the introduction of a measure such as, sooner or later, we hope to see. Very possibly it may be found necessary to interfere in this manner as to certain classes only of crimes. The most practicable method appears to be to create a public prosecution department, with subdivisions, each watching over a particular class of offences. Thus one branch of the department would devote its attention exclusively to joint-stock frauds, and very wholesome indeed would it be for the community to have these offenders pilloried through its agency. This, at any rate, should be the business of one division. Further into detail we shall not enter at present. We

believe that as to most, if not all offences, one uniform system of Crown prosecution would work exceedingly well. The increased probability of punishment would largely augment its deterrent influence; the influential offender would enjoy far less impunity, and thus jealousies and heart-burnings between class and class would be diminished; the whole system would be worked better and more smoothly, and in certain instances, such for instance as offences against women, the necessity for the well-meant but occasionally officiously ill-judged interference of private societies would be in a great measure, if not entirely, obviated.

## RECENT DECISIONS.

### EQUITY.

#### CONTRACT FOR SALE OF SHARES—LIABILITY TO INDEMNIFY.

*Paine v. Hutchinson*, Ch. L.J.J., 16 W. R. 554.

The case of *Paine v. Hutchinson* is one of the three or four very important decisions to which the litigation about the sale of shares has latterly given rise. The facts of the case were shortly as follows:—The plaintiff, a stock jobber, bought 100 shares in a joint-stock company (limited) from one Cruse in whose name the shares were registered; subsequently, the plaintiff sold these shares to some stockbrokers, who bought for their principal, the defendant. The brokers gave the name of the defendant to the plaintiff in the usual manner as the person in whose name the transfer of the shares was to be made out, and a transfer to the defendant was then duly executed by Cruse by the plaintiff's direction, but the defendant refused to register or to accept the transfer. The plaintiff then filed a bill praying for specific performance of the contract, that the defendant might be ordered to execute the transfer, and to indemnify the plaintiff against any losses which the plaintiff might incur from the default of the defendant to register. After this an order was made for winding up the company. Stuart, V.C., made a decree in favour of the plaintiff, and the Lords Justices upon appeal affirmed the decree, making only a slight alteration in its form. The case is an important one as establishing the liability of a vendee of shares to his immediate vendor upon the contract of purchase. It follows from this decision that every vendee of shares (and according to the ordinary practice of the Stock Exchange there may be a great number of them in succession before any actual transfer takes place) is liable to his immediate vendor for an indemnity, if any loss occurs to the vendor without default on his part from the shares not being duly transferred from the vendor's name to that of some other person. To understand the full importance of this case, it should be compared with *Grissell v. Bristowe*, 16 W. R. C. P. 428, and *Shepherd v. Murphy*, Law Rep. Ireland, 1 Eq. 490. In *Grissell v. Bristowe*, the Court of Common Pleas decided that a stock jobber who buys shares and afterwards gives in the name of an ultimate purchaser in the ordinary way is not thereby discharged from his liability to the vendor for any loss that may occur to the vendor from the refusal of the person whose name is given in to register a transfer duly made out in his name by the vendor by the direction of the jobber. *Shepherd v. Murphy* decided that in equity (and *a fortiori* at law) there is no privity of contract between a vendor of shares and an ultimate purchaser of the same shares when there have been, as is usually the case, a number of intermediate sales interposed between the first contract of the original vendor and his immediate vendee, and the last one between the ultimate purchaser and his immediate vendor.

The result, therefore, of these cases appears to be this: any vendee of shares is, we have just said, liable to his immediate vendor for any default in registering a transfer of the shares from which damage accrues to the

vendor. Each vendee, however, is only liable to his immediate vendor, and not to any one else, upon this original contract for the sale and purchase of the shares. If, therefore, upon an ordinary sale of shares upon the Stock Exchange, the person whose name is given in as the person to whom the transfer is to be made should refuse to accept such transfer, the remedy of the registered owner of the shares (the original vendor) is against his immediate vendee only for compensation for any damage he may have sustained in consequence of his name remaining upon the register. Such vendee, upon making such compensation, can recover from his own vendee in the same way, and so the liability may be carried on through the whole string of purchasers until the ultimate purchaser is reached and compelled to pay at the suit of the jobber who sold to him.

It must, however, be carefully borne in mind, that this applies only when the transfer is not accepted or executed by the transferee. If it is executed by the transferee, or even, it appears, if it is accepted by him without being executed, and yet he does not register the transfer, he would be liable to the transferor (the original vendor of the shares) for any damage caused to the transferor in consequence of his name remaining upon the register. This seems to have been the opinion of the Courts which decided the three cases we have mentioned, although the point was not actually decided, as it was not necessary to support the conclusion arrived at in those cases.

Before concluding, it may be worth while to notice the case of *Shaw v. Fisher*, 3 W. R. Ch. 601, which seems at variance with the later cases upon the sale of shares.

The facts were:—S. sold shares, of which he was the registered proprietor, to F., and F. sold again at once to C., and S., at F.'s request, executed a transfer to C., but C. refused to accept the transfer, and S. remaining on the register was compelled to pay subsequent calls. S. then filed a bill against F. praying for specific performance, and for an indemnity against past and future calls.

The bill was dismissed by Stuart, V.C., on two grounds, first, because S. could not make a good title to the shares, as he had already executed a transfer of them to C., and, secondly, because the privity between S. and F. was destroyed by the recognition by S. of C. as the person who was entitled to the rights and subject to the liabilities of a transferee of the shares. Lord Cranworth, on appeal, affirmed this decree upon the same grounds.

It seems difficult, if not impossible, to reconcile this decision with those upon which we have been commenting, but the preponderance of authority at present is clearly against *Shaw v. Fisher*. The existence of this case in our reports is an additional reason for wishing to see this most important branch of our law of contracts reviewed by the highest legal tribunal, as it is only by the decision of this Court that the principles upon which the legal operation of these contracts is to be based can be satisfactorily established.

#### SUIT AGAINST PRINCIPAL AND AGENT.

*Clark v. Lord Rivers*, V. C. M., 16 W. R. 123, 5 L. R. Eq. 91.

The circumstances of this case are perhaps not very uncommon, and the frame of the bill, which was successfully demurred to, deserves therefore some passing notice. The facts were shortly these:—The solicitors for Lord Rivers, the principal defendant, entered into an agreement on his behalf with the solicitors of the plaintiff, by which certain questions in dispute were to be settled. Lord Rivers afterwards repudiated their authority to enter into the agreement, and the bill was thereupon filed, charging that Lord Rivers was bound by the agreement, but also alleging that he alleged that he was not so bound, and charging that in that event his solicitors, who were also made defendants to the suit, were bound to perform the contract as far as they could, and prayed

accordingly for specific performance against Lord Rivers, and, in the alternative, against his solicitors.

Our readers will at once see what a host of objections arise to a bill so framed. First, an agent is not a proper party to a suit for specific performance against his principal. The case of *Chadwick v. Maden*, 9 Ha. 188, relied on for the plaintiff on this point, really proves, not the contrary, but the converse of this proposition. Maden was there the agent, and a person named Lees was also made a party as the principal, and the bill was dismissed as against him substantially, as it seems to us, on the very ground that you could not seek relief against two persons as principal and agent on the same contract, although if Lees had claimed under any interest in Maden's contract, he would have been a proper party to the suit. Secondly, relief cannot be asked against a defendant on the strength of a statement in the bill that a co-defendant alleges what would give a title to relief. The allegations on which the plaintiff means to rely must be allegations of his own. Thirdly, a bill cannot be filed against several defendants asking alternatively relief against one or the other. And fourthly, so far as the bill asked specific performance against the agent it was clearly erroneous, the right against an agent whose authority has been repudiated being to recover damages for misrepresentation, a right which must be enforced by action at law. The consequences of allowing these rules to be infringed cannot perhaps be better expressed than in the language of the Vice-Chancellor:—"I stated in the course of the argument that this is a frame of bill perfectly new to me. I have never seen it before. I do not believe that any one in court has ever seen a bill thus framed, and it involves the most material considerations, as affecting the practice of this Court, and as affecting the interests of those who conduct business in this country, because, if this bill is allowable, there is not a single case in which a contract is entered into by a solicitor or any other person on behalf of a client in which, before you have any reason whatever to question the fact of the principal being bound, you may not make the agent a party, and pray in the alternative that, if the principal is not bound, the agent shall be bound. The consequence of that would be perfectly astounding, because every solicitor practising in these courts may find himself in this position, that it will be absolutely unsafe to enter into contracts on behalf of his client, because any litigious plaintiff may immediately file a bill seeking performance of the contract, and charging, not that he himself alleges, but that the defendant alleges, that he is not bound, there being no foundation for the allegation, and make the solicitor a party, and pray relief against him. It is not agreeable to any man to be a defendant to an adverse chancery suit, and I should be very sorry to sanction any principle which might lead to an increase in the number of defendants, and to the multiplication of litigant parties." In the fourth rule we have mentioned, in answer to the plaintiff's contention that Lord Cairns' Act gave him a right to recover damages in equity, the Vice-Chancellor's language is also very clear and very accurate:—"The plaintiff's claim against the agents 'is a mere money demand, and I cannot accede to the argument that Lord Cairns' Act has made the slightest difference in the principle of this Court as to giving damages in such cases. You can substitute damages for the relief previously given against a proper defendant, but you cannot sue a person whom you were not entitled to sue before. Damages must be asked as an alternative remedy against the person against whom you might have been entitled to the original remedy before that Act passed."

It has, no doubt, been often argued that it is very hard that A., with whom B. has entered into a contract through B.'s agent C., should be obliged, in case of default, to proceed against B. in equity, and, C.'s want of authority being proved, compelled to institute fresh proceedings at law against C.; but there is some answer to this in the fact that A., by giving notice to C. of his in-

tention to proceed against B., will, on failing to obtain specific performance for the reason mentioned above, be entitled to recover in the action the costs of the suit in addition to any other damages the jury may award for the loss of the contract, and, on the whole, if the necessity of the double proceedings is occasionally a grievance, the consequences pointed out by the Vice-Chancellor of a different system would probably give rise to more inconvenience and injustice.

## COURTS.

### COUNTY COURTS.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

April 7.—*Clarke v. Fisher.*

*Dividing a claim for the purpose of bringing two actions*

This was a second action between the same parties. The first was tried in February this year, when the plaintiff claimed £12 5s. 11d. on a promissory note. On the hearing it was found that this amount included a sum of £1 8s. 8d. for goods sold and delivered. The particulars of demand contained no count for goods sold, and as by the first County Courts Act, the 9 & 10 Vict. c. 95, the judge is prohibited from going into any question not stated in the particulars (unless by consent), the item for goods sold was struck out. The summons to day was to recover the amount so struck out.

The defence was that the whole sum of £12 5s. 11d. being due at the time of the issue of the first summons, and by section 63 of the statute aforesaid a plaintiff not being allowed to divide his claim for the purpose of bringing two actions, the plaintiff could not recover. The sum of £1 8s. 8d. was shown to be due before the date of the promissory note, and that it was by the inadvertence of a clerk that the item was not included in that document.

Mr. PITT TAYLOR said the plaintiff was entitled to recover. It was clearly not a case of dividing a claim for the purpose of bringing two actions. The sum now claimed was struck out of the former action, simply because it was not then claimed at all. The former claim was on a promissory note, simply, but the amount claimed was more than the note represented. The excess was taken off, and the costs as against the defendant were taxed on the lower scale, the plaintiff paying his fees on the higher scale as the penalty of his blunder in suing for too much. The present was a distinct and separate claim, and not part of a claim already adjudicated upon, and the judgment must be for the plaintiff.

## GENERAL CORRESPONDENCE.

Sir,—The last number of the SOLICITORS' JOURNAL contained an account of the recent altered alteration of one of the rules of the Home Circuit, and shortly detailed what then took place; but the writer of the article carefully abstained from expressing any opinion whatever upon the question whether or not it is desirable that such a rule should exist. I venture to think that there are good reasons for holding a very strong opinion upon this subject, and I propose, with your leave, to state shortly what they are. I may first premise that the rule in question absolutely prohibits the election to the Home Circuit of any one who has been for more than three years upon any other circuit.

The Home Circuit has more business than any other circuit except the Northern, and on account of the distance of Liverpool and Manchester (the chief towns of the Northern Circuit) from London, the business of the Home Circuit is the most valuable, as practice upon it does not exclude, as in the case upon the Northern Circuit, the carrying on of London business, even during the continuance of the circuit. The members of the Home Circuit being thus in possession of a most valuable property (which may be compared to the goodwill of a business in a district from which all rivalry is excluded, unless with the consent of those already engaged in the trade), endeavour to keep it as much as possible to themselves. They do not, indeed, seek to limit the number of those who may join: public opinion is too strong to allow them to do so; but they exclude those who have been for more than three years upon another circuit, who are, of course, usually the competitors from whom they have most



to fear. The reason for this exclusion is simple enough, and, indeed, is not denied by its supporters. It may be thus stated:—There are members of other circuits who are desirous of joining the Home Circuit, and some of them are so well endowed with those qualities which ensure success at the Bar, that the members of the Home Circuit fear that their clients would employ these strangers, if they joined the circuit, rather than their former counsel. Feeling this very strongly, these dangerous invaders are excluded altogether.

It appears to me that this course is discreditable intellectually as well as morally. It is discreditable intellectually because the Home Circuit thereby declare that they are intellectually inferior to those who wish to enter into competition with them. It is discreditable morally because the exclusion of which I am speaking (unless it is altogether causeless) is enforced upon the most purely personal and selfish grounds, and not only without the slightest reference to the well-being or convenience of their clients, but obviously to their clients' disadvantage, as the very existence of the rule argues a fear that their clients wish to change their counsel. It is the old story of protection. The old claim to be preserved from the dreaded effects of competition, which is indeed always dangerous, and often fatal, to the incompetent, but has no terrors for the strong.

Not only is this rule opposed to sound principle, but it is at variance with the practice of the Bar in other respects. Members of the Common Law Bar can practise in the Court of Chancery, and *vice versa*, if their clients wish so to avail themselves of their services. The old monopoly which the serjeants had in the Court of Common Pleas no longer exists, but the court is open to the whole Bar. The creation of the new Courts of Probate and Divorce in 1858 opened another field to the Bar, which was before occupied by only a privileged few. In London there is something very like free trade for the Bar; each man may bring his abilities to the best market his profession can offer him. When, however, these very same men go on circuit, which is really, although not technically, the carrying of the London courts to the different counties, the system is changed, and we find the Bar broken up into circuits, each of which protects its own interests, as it supposes, by keeping out, as far as possible, members from other circuits.

I have purposely abstained from any reference to the rules which permit a barrister to take a brief in a cause not on his own circuit if the client is willing and rich enough to pay the large special fee which the circuit rules demand upon such occasions. It seems to me, however, that the rule as to special fees stands upon precisely the same ground as the former rule which I have been discussing. The one excludes competition altogether, the other admits it, subject to a protective duty.

If it be objected to what I have said that circuit rules apply only to the circuit mess, which is a mere club, and that a barrister may go upon the circuit without belonging to, and in spite of the rules of, the mess, I answer that although this is nominally, it is not really so. All the members of each circuit belong to the circuit mess, except in a very few instances where members of a circuit have been excluded from the mess for some grave moral delinquency. The fact that a barrister does not belong to the mess of his own circuit is itself a grave charge against his character. Exclusion from the mess is, therefore, with men of unblemished reputation, exclusion from the circuit.

In writing this letter I have, for the sake of brevity, limited my remarks to the rules of the Home Circuit, although there is, I believe, a somewhat similar protection enforced in different ways on all the other circuits.

In conclusion I may say, to prevent the possibility of misconception, that I have not intended to make, and I have not made, the slightest charge against the learning, the ability, and the other good qualities of the members of the Home Circuit. I only regret most sincerely that they have determined to enforce a rule which, by its very existence, conveys a censure far more severe than any that their greatest enemy could give utterance to. FREE TRADE.

### APPOINTMENT.

SIR ARTHUR EDWARD KENNEDY, C.B., Governor of the West African Settlements, has been gazetted as her Majesty's Judge in the several Courts of Mixed Commission established at Sierra Leone with foreign powers for the suppression of the Slave Trade.

### IRELAND.

#### THE IRISH REFORM BILL—MEETING OF ATTORNEYS AND SOLICITORS.

A meeting of attorneys and solicitors was held on Tuesday in the Solicitors' Buildings, Four Courts, for the purpose of considering the eighth section of the Representation of the People (Ireland) Act, and to take steps to have it expunged or altered so as to preserve the rights of members of the profession to act as parliamentary agents in Ireland without sacrificing their votes. The meeting was called by the Council of the Incorporated Society, in pursuance of a requisition signed by thirty members of the society. The eighth section referred to is as follows:—

"No elector who, within six months before or during any election for any county, city, or borough, shall have been retained, hired, or employed for all or any of the purposes of the election for reward, by or on behalf of any candidate at such election, as agent, canvasser, clerk, messenger, or in any other like employment, shall be entitled to vote at such election; and, if he shall vote, he shall be guilty of misdemeanour."

On the motion of Mr. Thomas Geoghegan, the chair was taken by Mr. Arthur Barlow, V.P.

Mr. Goddard, Secretary to the Incorporated Society of Attorneys and Solicitors, read the requisition in compliance with which the meeting was convened.

The Chairman remarked that a similar clause was retained in the English Reform Act.

Mr. Shannon moved a resolution declaring that the meeting viewed the 8th section of the Act as an infringement of the rights of the profession, and calculated to lower the status of its members in the estimation of the public.

Mr. George Fitton seconded the resolution.

The resolution was unanimously adopted.

Mr. Alexander B. Kennedy moved a resolution calling on the members of the profession throughout Ireland to use their influence with the Irish representatives in Parliament to cause an alteration or modification of the 8th section of the Irish Reform Bill, so as to preserve the rights of the members of the profession to act as agents at elections without being deprived of their franchise. The object, he said, of the clause was to stop a loophole for bribery, such as the employment of a large number of agents, merely because they have votes, which would be very well with regard to others, but a little consideration would show that solicitors and attorneys, portion of whose profession it was to attend to parliamentary business, should be excluded from the operation of the clause.

Mr. W. J. Cooper seconded the resolution.

The resolution was adopted.

Mr. W. Leech moved that a petition be presented to the House of Commons by the city members, praying for the modification or alteration of the 8th section of the bill.

Mr. Anthony Carroll seconded the resolution, which was adopted.

Mr. Cooper having been called to the second chair a vote of thanks, proposed by Mr. Kennedy and seconded by Mr. Read, was passed to Mr. Barlow, and the proceedings terminated.

### SOCIETIES AND INSTITUTIONS.

#### ARTICLED CLERKS' SOCIETY.

At a meeting of this society held in Clement's Inn Hall, on Monday evening, with Mr. J. C. Barnard in the chair, it was moved by Mr. W. J. Fraser—"That it is undesirable to disestablish or disendow the Established Church in Ireland."

After a very animated discussion the motion was carried by a majority of one; the chairman giving his vote in favour of the motion.

To day the Chancery Offices are open, but will remain closed on Monday and Tuesday next. The offices of the Common Law Courts are closed till Wednesday.

On Thursday Mr. Justice Willes concluded the sittings at the judges chambers.

Mr. George Harris, barrister-at-law, one of the registrars of the Manchester Bankruptcy District, has resigned his office on the ground of ill health.

COURT PAPERS.

COURT OF CHANCERY.

GENERAL ORDER AND RULES OF THE HIGH COURT OF CHANCERY, to regulate the Mode of Proceeding, under the Companies Act, 1867, issued by the Lord High Chancellor the 21st day of March, 1868.

The Right Honourable Hugh MacCalmont Baron Cairns Lord High Chancellor of Great Britain, with the advice and consent of the Right Honourable John Lord Romilly, Master of the Rolls, the Honourable the Vice-Chancellor Sir John Stuart, and the Honourable the Vice-Chancellor Sir Richard Malins, doth hereby, in pursuance and execution of the powers given to him by "The Companies Act, 1867," and of all other powers and authorities enabling him in that behalf, order and direct in manner following:—

*Petitions for Winding-up.*

1. Every petition which shall after this order come into operation be presented for the winding-up of any company by the Court, or subject to the supervision of the Court, and all notices, affidavits, and other proceedings under such petition, shall be intitled in the matter of "The Companies' Acts, 1862 and 1867," and of the company to which such petition shall relate.

*Petition to reduce Capital.*

2. Every petition for an order confirming a special resolution for reducing the capital of a company, and all notices, affidavits, and other proceedings under such petition, shall be intitled in the matter of "The Companies' Act, 1867," and of the company in question.

3. No such petition as mentioned in the 2nd rule of this order shall be placed in the list of petitions by the Secretary of the Lord Chancellor or of the Master of the Rolls, as the case may be, until after the expiration of eight clear days from the filing of such certificate as is mentioned in the 14th rule of this order.

4. When any such petition as last aforesaid has been presented, application may be made, *ex parte* by summons in chambers, to the judge to whose court the petition is attached, for directions as to the proceedings to be taken for settling the list of creditors entitled to object to the proposed reduction, and the judge may thereupon fix the date with reference to which the list of such creditors is to be made out, pursuant to the 13th section of the companies, Act, 1867; and may, either at the same time or afterwards as he shall think fit, give such directions as are mentioned in the 5th and 6th rules of this order. The order upon such summons may be in the form No. 1 in the schedule hereto, with such variations as the circumstances of the case may require.

5. Notice of the presentation of the petition shall be published at such times and in such newspapers as the judge shall direct, so that the first insertion of such notice be made not less than one calendar month before the day of the date fixed as mentioned in the 4th rule of this order. Such notice may be in the form No. 2 in the schedule hereto, with such variations as the circumstances of the case may require.

6. The company shall, within such time as the judge shall direct, file in the office of the clerks of records and writs, an affidavit made by some officer or officers of the company competent to make the same, verifying a list containing the names and addresses of the creditors of the company at the date fixed as mentioned in the 4th rule of this order, and the amounts due to them respectively, and leave the said list and an office copy of such affidavit, at the chambers of the judge.

7. The person making this affidavit shall state therein his belief that such list is correct, and that there was not at the date so fixed as aforesaid any debt or claim, which, if that date were the commencement of the winding-up of the company, would be admissible in proof against the company, except the debts set forth in such list, and shall state his means of knowledge of the matters deposed to in such affidavit. Such affidavit may be in the form No. 3 in the schedule hereto, with such variations as the circumstances of the case may require.

8. Copies of such list shall be kept at the registered office of the company, and at the offices of their solicitors and London agents (if any), and any person desirous of inspecting the same may at any time, during the ordinary hours of business, inspect and take extracts from the same on payment of the sum of one shilling.

9. The company shall, within seven days after the filing of such affidavit, or such further time as the judge may allow, send to each creditor whose name is entered in the said list, a notice stating the amount of the proposed reduction of capital, and the amount of the debt for which such creditor is entered in the said list, and the time (such time to be fixed by the judge) within which, if he claims to be a creditor for a larger amount, he must send in his name and address, and the particulars of his debt or claim, and the name and address of his solicitor (if any) to the solicitor of the company; and such notice shall be sent through the post in a pre-paid letter addressed to each creditor at his last known address or place of abode, and may be in the form or to the effect of the form No. 4, set forth in the schedule hereto, with such variations as the circumstances of the case may require.

10. Notice of the list of creditors shall, after the filing of the affidavit mentioned in the 6th of these rules, be published at such times, and in such newspapers, as the judge shall direct. Every such notice shall state the amount of the proposed reduction of capital, and the places where the aforesaid list of creditors may be inspected, and the time within which creditors of the company who are not entered on the said list, and are desirous of being entered therein, must send in their names and addresses, and the particulars of their debts or claims, and the names and addresses of their solicitors (if any) to the solicitor of the company; and such notice may be in the form No. 5, set forth in the said schedule hereto, with such variations as the circumstances of the case may require.

11. The company shall, within such time as the judge shall direct, file in the office of the clerks of records and writs an affidavit made by the person to whom the particulars of debts or claims are by such notices as are mentioned in the 9th and 10th rules of this order, required to be sent in, stating the result of such notices respectively, and verifying a list containing the names and addresses of the persons (if any), who shall have sent in the particulars of their debts or claims in pursuance of such notices respectively, and the amounts of such debts or claims, and some competent officer or officers of the company shall join in such affidavit, and shall in such list distinguish which (if any) of such debts and claims are wholly, or as to any and what part thereof, admitted by the company, and which (if any) of such debts and claims are wholly, or as to any and what part thereof, disputed by the company. Such affidavit may be in the Form No. 6 in the schedule hereto, with such variations as the circumstances of the case may require; and such list, and an office copy of such affidavit, shall, within such time as the judge shall direct, be left at the chambers of the judge.

12. If any debt or claim, the particulars of which are so sent in, shall not be admitted by the company at its full amount, then, and in every such case, unless the company are willing to set apart and appropriate in such manner as the judge shall direct the full amount of such debt or claim, the company shall, if the judge think fit so to direct, send to the creditor a notice that he is required to come in and prove such debt or claim, or such part thereof as is not admitted by the company, by a day to be therein named, being not less than four clear days after such notice, and being the time appointed by the judge for adjudicating upon such debts and claims, and such notice shall be sent in the manner mentioned in the 9th rule of this order, and may be in the Form No. 7, in the schedule hereto, with such variations as the circumstances of the case may require.

13. Such creditors as come in to prove their debts or claims in pursuance of any such notice as is mentioned in the 12th of these rules, shall be allowed their costs of proof against the company, and be answerable for costs, in the same manner as in the case of persons coming in to prove debts under a decree in a cause.

14. The result of the settlement of the list of Creditors shall be stated in a certificate by the chief clerk, and such certificate shall state what debts or claims (if any) have been disallowed, and shall distinguish the debts or claims the full amount of which the company are willing to set apart and appropriate, and the debts or claims (if any) the amount of which has been fixed by inquiry and adjudication in manner provided by section 14 of the said Act, and the debts or claims (if any) the full amount of which is not admitted by the company, nor such as the company are willing to set apart and appropriate, and the amount of which has not been fixed by inquiry and adjudication as last aforesaid; and shall show which of the creditors have consented in writing to the proposed reduction, and of what debts or claims the payment

has been secured in manner provided by the said 14th section.

15. After the expiration of eight clear days from the filling of such last-mentioned certificate, the petition may be placed in the list of petitions upon a note from the chief clerk to the secretary of the Lord Chancellor or of the Master of the Rolls, as the case may be, stating that the certificate has been filed and become binding.

16. Before the hearing of the petition, notices stating the day on which the same is appointed to be heard shall be published at such times and in such newspapers as the judge shall direct. Such notices may be in the Form No. 8, in the schedule hereto, with such variations as the circumstances of the case may require.

17. Any creditor settled on the said list whose debt or claim has not, before the hearing of the petition, been discharged or determined, or been secured in manner provided by the 14th section of the said Act, and who has not, before the hearing, signed a consent to the proposed reduction of capital, may, if he think fit, upon giving two clear days' notice to the solicitor of the company of his intention so to do, appear at the hearing of the petition and oppose the application.

18. Where a creditor who appears at the hearing under the last preceding rule, is a creditor the full amount of whose debt or claim is not admitted by the company, and the validity of such debt or claim has not been inquired into and adjudicated upon under section 14 of the said Act, the costs of and occasioned by his appearance shall be dealt with as to the court may seem just, but in all other cases a creditor appearing under the last preceding rule shall be entitled to the costs of such appearance, unless the Court shall be of opinion that in the circumstances of the particular case his costs ought not to be allowed.

19. When the petition comes on to be heard, the Court may, if it shall so think fit, give such directions as may seem proper with reference to the securing in manner mentioned in section 14 of the said Act the payment of the debts or claims of any creditors who do not consent to the proposed reduction; and the further hearing of the petition may, if the Court shall think fit, be adjourned for the purpose of allowing any steps to be taken with reference to the securing in manner aforesaid the payment of such debts or claims.

20. Where the Court makes an order confirming a reduction, such order shall give directions in what manner, and in what newspapers, and at what times, notice of the registration of the order and of such minute as mentioned in the 15th section of the Companies Act, 1867, is to be published; and shall fix the date until which the words "and reduced" are to be deemed part of the name of the company as mentioned in the 10th section of the same Act.

#### Fees.

21. Solicitors shall be entitled to charge and be allowed for duties performed under the Companies Act, 1867, the same fees as they shall for the time being be entitled to charge and be allowed for the like duties performed under the Companies Act, 1862, unless the Court or judge shall otherwise specially direct.

22. The same fees of court shall be paid in relation to proceedings in chancery under the Companies Act, 1867, as shall for the time being be payable in relation to like proceedings in chancery under the Companies Act, 1862, and shall be collected by stamps in manner provided by the general orders of the court.

#### General Directions.

23. The general orders and practice of the court, including the course of proceeding and practice in the judges' chambers, shall in cases not provided for by the Companies Act, 1867, or these rules, so far as such orders and practice are applicable and not inconsistent with the said Act or with these rules, apply to all proceedings in the Court of Chancery under the said Act.

24. The power of the Court and the judge sitting in chambers to enlarge or abridge the time for doing any act or taking any proceeding, to adjourn or review any proceeding, and to give any direction as to the course of proceeding, shall be the same in proceedings under the Companies Act, 1867, as in proceedings under the ordinary jurisdiction of the Court.

#### Commencement of Order.

25. This order shall take effect and come into operation on the 15th day of April, 1868, and shall apply to all proceedings in chancery under the said Act, whether commenced

before or after that day, but every proceeding taken under the said Act before that day shall have the same validity as it would have had if this order had not been made.

#### Interpretation.

26. The general interpretation clause of the Consolidated General Orders shall be deemed to extend and apply to the rules of this order, and this order shall be deemed a General Order of this Court.

CAIRNS, C.  
ROMILLY, M.R.  
JOHN STUART, V.C.  
RICHARD MALINS, V.C.

#### THE SCHEDULE.

##### No. 1. Form of Order. [Rule 4.]

The Master of the Rolls [or Vice-Chancellor Sir — at Chambers]. In the matter of The — Company, Limited and Reduced; and in the Matter of "The Companies' Act, 1867."

Upon the application of the petitioners by summons, dated —, and upon hearing the solicitor for the petitioners, and on reading the petition on the — day of —, preferred unto the Right Honourable the Lord High Chancellor of Great Britain [or, Master of the Rolls], it is ordered that an inquiry be made what are the debts, claims, and liabilities of or affecting the said company on the — day of —, 186—, and that notice of the presentation of the said petition be inserted in [the newspapers] on the — day of — and [other times of insertion], and that a list of the persons who are creditors of the company on the said — day of —, and an office copy of the affidavit verifying the same, be left at the chambers of the judge on or before the — day of —.

##### No. 2. [See rule 5.]

In the Matter of The — Company, Limited and Reduced; and in the Matter of "The Companies Act, 1867."

Notice is hereby given, that a petition for confirming a resolution reducing the capital of the above company from £ — to £ —, was on the — day — presented to [the Lord Chancellor, or the Master of the Rolls], and is now pending; and that the list of creditors of the company is to be made out as for the — day of —, 186—.

C. and D. of — [agents for A. and B. of —] Solicitors to the company.

##### No. 3. Affidavit verifying List of Creditors. [Rule 7.] In Chancery.

In the Matter of The — Company, Limited and Reduced; and in the Matter of "The Companies Act, 1867."

I, A. B., of &c., make oath and say as follows:—

1. The paper writing now produced and shown to me, and marked with the letter A., contains a list of the creditors of and persons having claims upon the said company on the — day of —, 186— (the date fixed by the order in this matter, dated —), together with their respective addresses, and the nature and amount of their respective debts or claims, and such list is, to the best of my knowledge, information, and belief, a true and accurate list of creditors and persons having claims on the day aforesaid.

2. To the best of my knowledge and belief there was not, at the date aforesaid, any debt or claim which, if such date were the commencement of the winding-up of the said company, would be admissible in proof against the said company other than and except the debts set forth in the said list. I am enabled to make this statement from facts within my knowledge as the — of the said company, and from information derived upon investigation of the affairs and the books, documents, and papers of the said company.

Sworn, &c.

List of Creditors referred to in the last Form.

A.

In the matter, &c.

This list of creditors marked A. was produced and shown to A. B., and is the same list of creditors as is referred to in his affidavit sworn before me this — day of — 186—.

X. Y., &c.

Names, Addresses, and Description of the Creditors.	Nature of Debt or Claim.	Amount of Debt or Claim.



No. 4. [See Rule 9.]

In the Matter of The — Company, Limited and Reduced; and in the Matter of "The Companies Act, 1867."

To Mr. —

You are requested to take notice that a petition has been presented to the Court of Chancery to confirm a special resolution of the above company, for reducing its capital to £ —, and that in the list of persons admitted by the company, to have been on the day of —, creditors of the company, your name is entered as a creditor [here state the amount of the debt or nature of the claim].

If you claim to have been on the last-mentioned day a creditor to a larger amount than is stated above, you must, on or before the — day of —, send in the particulars of your claim, and the name and address of your solicitor (if any), to the undersigned at —. In default of your so doing, the above entry in the list of creditors will in all the proceedings under the above application to reduce the capital of the company be treated as correct.

Dated this — day of —, 18—.

A.B.,

Solicitor for the said company.

No. 5. [See Rule 10.]

In the Matter of The — Company, Limited and Reduced; and in the Matter of "The Companies Act, 1867."

Notice is hereby given, that a petition has been presented to the Court of Chancery for confirming a resolution of the above company, for reducing its capital from £ — to £ —.

A list of the persons admitted to have been creditors of the company on the — day of —, 186—, may be inspected at the offices of the company at —, or at the office of —, at any time during usual business hours, on payment of the charge of one shilling.

Any person who claims to have been on the last-mentioned day and still to be a creditor of the company, and who is not entered on the list and claims to be so entered, must on or before the — day of —, send in his name and address, and the particulars of his claim, and the name and address of his solicitor (if any), to the undersigned, at —, or in default thereof he will be precluded from objecting to the proposed reduction of capital.

Dated this — day of —, 18—.

A.B.,

Solicitor for the said company.

No. 6. [Rule 11.]

In Chancery.

In the Matter of the — Company, Limited and Reduced; and in the Matter of "The Companies Act, 1867."

We, C. D., of &c. [the secretary of the said company], E. F., of &c. [the solicitor of the said company], and A. B., of &c. [the managing director of the said company], severally make oath and say as follows:—

I, the said C. D., for myself, say as follows:—

1. I did on the — day of —, 186—, in the manner hereinafter mentioned, serve a true copy of the notice now produced and shown to me, and marked B., upon each of the respective persons whose names, addresses, and descriptions appear in the first column of the list of creditors marked A., referred to in the affidavit of —, filed on the — day of —, 186—.

2. I served the said respective copies of the said notice by putting such copies respectively duly addressed to such persons respectively according to their respective names and addresses appearing in the said list (being the last known addresses or places of abode of such persons respectively), and with the proper postage stamps affixed thereto as prepaid letters, into the post-office receiving-house, No. —, in — street, in the county of —, between the hours of — and — of the clock in the — noon of the said — day of —.

And I, the said E. F., for myself, say as follows:

3. A true copy of the notice now produced and shown to me, and marked C., has appeared in the — of the — day of —, 186—, the — of the — day of —, 186—, &c.

4. I have, in the paper writing now produced and shown to me, and marked D., set forth a list of all claims, the particulars of which have been sent in to me pursuant to the said notice B. now produced and shown to me by persons claiming to be creditors of the said company for larger amounts than are stated in the list of creditors marked A.,

referred to in the affidavit of —, filed on the — day of —, 186—.

5. I have, in the paper writing now produced and shown to me, marked E., set forth a list of all claims, the particulars of which have been sent in to me pursuant to the notice referred to in the third paragraph of this affidavit by persons claiming to be creditors of the said company on the — day of —, 186—, not appearing on the said list of creditors, marked A., and who claimed to be entered thereon.

And we, C. D. and A. B., for ourselves, say as follows:—

6. We have in the first part of the said paper writing, marked D. (now produced and shown to us), and also in the first part of the said paper writing marked E. (also produced and shown to us), respectively set forth such of the said debts and claims as are admitted by the said company to be due wholly or in part, and how much is admitted to be due, in respect of such of the said debts and claims respectively as are not wholly admitted.

7. We have, in the second part of each of the said paper writings, marked D. and E., set forth such of the said debts and claims as are wholly disputed by the said company.

8. In the said exhibits D. and E. are distinguished such of the debts, the full amounts whereof are proposed to be set apart and appropriated in such manner as the judge shall direct.

Sworn, &c.

*Exhibit D., referred to in the last-mentioned affidavit*

D.

In the matter, &c.

List of debts and claims of which the particulars have been sent in to — by persons claiming to be creditors of the said company for larger amounts than are stated in list of creditors made out by the company.

This paper writing, marked D., was produced and shown to C. D., E. F., and A. B., respectively, and is the same as is referred to in their affidavit sworn before me this — day of —, 186—.

X. Y., &c.

FIRST PART.

*Debts and Claims wholly or part admitted by the Company.*

Names, Addresses, and Descriptions of Creditors.	Particulars of Debt or Claim.	Amount claimed.	Amount admitted by the Company to be owing to Creditor.	Debts proposed to be set apart and appropriated in full although disputed.

SECOND PART.

*Debts and Claims wholly disputed by the Company.*

Names, Addresses, and Descriptions of Claimants.	Particulars of Claim.	Amount claimed.	Debts proposed to be set apart and appropriated in full although disputed.

*Exhibit E., referred to in the last Affidavit.*

E.

In the matter, &c.

Lists of debts and claims of which the particulars have been sent in to Mr. — by persons claiming to be creditors of the company and to be entered on the list of the creditors made out by the company.

This paper writing, marked E., was produced and shown to C. D., E. F., and A. B., respectively, and is the same as is referred to in their affidavit sworn before me, this — day of —, 186—.

X. Y., &c.

## FIRST PART.

[Same as in Exhibit D.]

## SECOND PART.

[Same as in Exhibit D.]

NOTE.—The names are to be inserted alphabetically.

No. 7. [See Rule 12.]

In the Matter of The — Company, Limited and Reduced; and in the Matter of "The Companies Act, 1867."

To Mr.

You are hereby required to come in and prove the debt claimed by you against the above company, by filing your affidavit and giving notice thereof to Mr. —, the solicitor of the company, on or before the — day of — next; and you are to attend by your solicitor at the chambers of [the Master of the Rolls, in the Rolls Yard, Chancery Lane, or the Vice-Chancellor — at No. —, Lincoln's Inn], in the county of Middlesex, on the — day of —, 18—, at — o'clock in the — noon, being the time appointed for hearing and adjudicating upon the claim, and produce any securities or documents relating to your claim.

In default of your complying with the above directions you will [be precluded from objecting to the proposed reduction of the capital of the company], or [in all proceedings relative to the proposed reduction of the capital of the company, be treated as a creditor for such amount only as is set against your name in the list of creditors].

Dated this — day of —, 18—.

A. B.,

Solicitor for the said company.

No. 8. [See Rule 16.]

In the Matter of The — Company, Limited and Reduced; and in the Matter of "The Companies Act, 1867."

Notice is hereby given, that a petition presented to the [Lord Chancellor] or [the Master of the Rolls], on the — day of —, for confirming a resolution reducing the capital of the above company from £— to £—, is directed to be heard before [the Vice-Chancellor —] or [the Master of the Rolls], on the — day of —, 186—. C. and D. of — [Agents for E. and F. of —].

Solicitors for the company.

CAIRNS, C.

ROMILLY, M.R.

JOHN STUART, V.C.

RICHARD MALINS, V.C.

## CHANCERY CAUSE LIST.

Easter Term, 1868.

## BEFORE THE LORD CHANCELLOR AND LORDS JUSTICES.

## Appeals.

1866.

Fielden, Bart., v. Mayor, &c., of Blackburn (W.—July 14)

Snowball v. Wrightson (W.—Oct. 5)

Ross v. Estates Investment Co. (W.—Dec. 7)

Bauman v. James (S.—March 16)

Craven v. Trail; Craven v. Craven (S.—March 21)

Ronayne v. Ronayne (S.—March 26)

Brown v. Tanner (S.—April 17)

Thomas v. Cresswell (M.—April 17)

Hardy v. North (S.—April 18)

Scottish Union Insurance Co. v. Steele (W.—April 27)

Lehman v. McArthur (S.—May 3)

Cheese v. Pugh (S.—May 7)

Battersby v. Hadley (S.—May 15)

McCarogher v. Whieldon,

Whieldon v. McCarogher (R.—April 27)

Grayburn v. Clarkson (S.—May 30)

Ogilvie v. Currie pt hd (R.—June 6)

Forbes v. Steven, Mackenzie v. Forbes, Forbes v. Bowman (W.—June 15)

Gedye v. Hemsworth (S.—June 25)

Harrington v. Harrington, Harrington v. Harrington (M.—June 26)

Pepper v. National Meat Consumers Co. (R.—July 10)

Wilde v. Sennett (S.—July 20)

Walker v. Walker (S.—July 25)

Scholey v. Central Railway Co. of Venezuela (Ltd.) (R.—July 27)

Kent Coast Railway Co. v. London, Chatham & Dover Railway Co. (S.—July 27)

Tottenham v. Maitland (R.—July 30)

British and Foreign Railway Plant Co. (Limited) v. The Warrant Finance Co. (Limited) (S.—July 31)

Hartley v. Burton (R. Aug. 3)

Lloyd v. Jones (S.—Aug. 13)

Berndston v. Churchill (W.—Nov. 1)

King v. Smith (R.—Nov. 6)

Baker v. Farmer (M.—Nov. 9)

Priestley v. The Local Board of the Borough of Carnarvon (R.—Nov. 13)

Nunn v. Hancock (M.—Nov. 13)

McCarogher v. Whieldon (R.—Nov. 14)

Minton v. Kirwood (S.—Nov. 16)

Bovill v. Cowan (R.—Nov. 25)

Bovill v. Smith (W.—Nov. 25)

Candy v. Arthur (W.—Nov. 26)

London, Chatham, and Dover Railway Co. v. Imperial Mercantile Credit Association (Limited) (S.—Nov. 29)

London, Hamburg, and Continental Exchange Bank v. Spielman (W.—Dec. 4)

Galsworthy v. Smith (M.—Dec. 5)

Henderson v. Roy (S.—Dec. 6)

Henderson v. Roy (S.—Dec. 6)

Talbot v. Marshfield (M.—Dec. 10)

Gowling v. Thompson (S.—Dec. 12)

White v. Richardson (S.—Dec. 14)

Pease v. Jackson (R.—Dec. 14)

Earl of Beauchamp v. Great Western Rail. Co. (S.—Dec. 16)

Kermode v. Macdonald (R.—Dec. 23)

Kent v. The Freehold Land and Brickmaking Co. (Limited) (W.—Dec. 23)

Clark v. Hoskins (S.—Jan. 9)

Mathews v. Keble (S.—Jan. 11)

Halton v. Foster V. C. of County Palatine of Lancaster

Gowling v. Thompson (S.—Jan. 15)

Tempest v. Camoys (R.—Jan. 15)

## BEFORE THE MASTER OF THE ROLLS.

## Causes, &amp;c.

Roberts v. Blair d

Wyley v. Evans m d (April 16)

Evans v. Wyley m d

Cramer v. Bird m d

Harman v. Gurner f c

Roberts v. Hughes m d

Wright v. Hobley f c

Grissell v. Money f c

Stephenson v. The Great Eastern Railway Co. f c

Hawkshaw v. Latimer s c

Ormerod v. Roston f c

Verelst v. Midland Railway Co. m d

Atherley v. The Isle of Wight Railway Co. m d

Aitchison v. Stevens m d

Dolan v. Macdermot (R.—Jan. 16)

Franks v. Bollans (S.—Jan. 24)

Bower v. The Societe des Affreteurs du Great Eastern responsablite limitee (M.—Jan. 28)

Horsley v. Cox (R.—Jan. 29)

Lloyd v. Banks (R.—Feb. 4)

Brook v. Badley (R.—Feb. 5)

Brook v. Archer (W.—Feb. 5)

Rider v. The Local Board of Health for the District of Welshpool (M.—Feb. 8)

Mathews v. Keble (S.—Feb. 10)

St. Aubyn v. Smart (M.—Feb. 10)

Cragg v. Alexander (S.—Feb. 13)

Flockton v. Bunning (S.—Feb. 14)

Fraser v. Hill (R.—Feb. 15)

Pattison v. Summers (S.—Feb. 17)

Thomas v. Jenkins (S.—Feb. 19)

Attorney-General v. Tossell (W.—Feb. 20)

The Financial Discount Co. (Limited) v. Young (R.—Feb. 24)

Sotherham v. Smear (S.—Feb. 27)

Dignum v. Deakin (R.—March 2)

Brandling v. Plummer and 4 other causes (M.—March 2)

Kent v. The Freehold Land & Brick Making Co. (Limited) (W.—March 4)

Richmond v. The North London Ry. Co. (R.—March 4)

Nardonas v. Springfield (M.—March 5)

The Transatlantic Co. v. Pietroni (W.—March 6)

Cooke v. Vowles (S.—March 7)

Kelly v. Hutton (S.—March 11)

Carr v. Benson pt hd (S.—March 13)

Watkins v. Thomas (R.—March 16)

Pickett v. Packham (R.—March 17)

Moore v. Franklin (S.—March 19)

Bradford v. Brownjohn (S.—March 25)

Atherley v. The Isle of Wight Railway Co. m d

Thomas v. Nokes m d

Bovill v. Hitchcock c evidence viva voce

Taylor v. Taylor m d

Earl Beauchamp v. Winn c

Feilden, Bart., v. Kendall c

Duke of Devonshire v. Swindells m d

Bell v. Blyth m d wit

Bennett v. James c

Sayers v. Stur trial without a jury (20 April)

Thomson v. Ridley m d wit

Bushby v. Rippon c

Reddish v. La Coste c

Stockdale v. Fisher s c

Brooke v. Haynes c

Grüttner v. Kearns c wit  
 Weston v. The Empire Assurance Corporation (Limited) c  
 Harrison v. Bailey m d  
 Dering v. Kynaston s c  
 Walker v. Parry f c  
 Carmon v. Johnson m d  
 Paget v. Grenfell s c  
 Carter v. Carter f c and sum  
 Burt v. Burnell m d  
 Smith v. Edwards; Dunning v. Hodson f c  
 Dod v. Stock m d  
 Neale v. Neale f c  
 Attorney-General v. The Ely, &c., Railway Co. m d  
 Toovey v. Keatinge m d  
 Law v. Carmichael m d

Levy v. The Metropolitan Railway Co. m d  
 Cardwell v. The Seaman's Hospital Society m d  
 Ringer v. Barker m d  
 Hoare v. Wilson m d  
 Howlett v. Lewis f c  
 Harper v. Harper m d  
 Andrews v. Bohannon f c  
 Edmonds v. Edmonds m d  
 Bradshaw v. The Metropolitan District Railway Co. m d  
 Willyams v. A. Ferris f c  
 Willyams v. E. C. A. Ferris f c  
 Lavers v. Dancer f c  
 Marden v. Farrer m d  
 Nevinston v. Leennett f c

Champion v. The Great Eastern Railway Co. m d  
 Hebden v. Inman m d  
 Cole v. The Metropolitan Railway Co. m d  
 Southgate v. Southgate f c  
 Holloway v. Webber m d (2nd cause day)  
 Wakeham v. Trew f c  
 Owen v. Taylor f c  
 Slater v. Brookbank f c  
 Maitland v. Philpot f c

Holloway v. Holloway m d  
 Holland v. Gregory c  
 Symonds v. Gray m d  
 Master v. Hooper c  
 Palmer v. Palmer f c  
 Clifton v. Goodbum s c  
 Curteis v. Godden f c  
 Dyke v. Turner m d  
 Bower v. Smith m d  
 Collier v. Collier m d  
 Price v. Price m d  
 Pigeon v. Stewart c

BEFORE VICE-CHANCELLOR SIR JOHN STUART.

*Causes.*  
 Stiff v. Local Board for the District of Eastbourne exons to ans  
 Braund v. Earl of Devon d  
 Billinge v. Mountford d  
 Gedye v. Symons c wit  
 Staniland v. Wade f c  
 Huxham v. Bateman c  
 Dear v. Beckwith m d  
 Turner v. Chick c  
 Parker v. Roffey c wit (20 April)  
 Beaumont v. Johnston m d  
 Magee v. Hilliard c  
 Gordon v. Forester m d  
 Reade v. Reade c  
 Attrill v. Henry c  
 Jones v. Stewart m d  
 Cumming v. Macpherson f c  
 Harris v. Jenkins m d  
 Hunter v. Webster m d  
 Haveron v. Edmond c  
 Forshaw v. Motttram m d  
 Geneste v. White appeal from Hampshire County Court  
 Oxley v. Geoghegan m d  
 Kitchin v. Kitchin m d  
 Geoghegan v. Oxley m d  
 Wycherley v. Ponton m d  
 Nickson v. Furmston m d  
 Forster v. Great Eastern Railway Co. m d  
 Berrow v. Berrow f c  
 Harrison v. Greaves m d  
 Alexander v. Great Eastern Railway Co. c  
 Bradshaw v. Great Eastern Railway Co. c  
 Phillips v. Burrows ap from Croydon County Court  
 Rackstraw v. Rackstraw f c & s  
 Beadel v. Perry m d  
 Rivers v. Fox m d  
 Michell v. Wilton c  
 Poultney v. Prime f c  
 Brownley v. Hodgson m d  
 Hacker v. Jones f c  
 Hale v. The Potteries, Shrewsbury, & North Wales Railway Co. c  
 Anderson v. Townley c  
 Lushington v. Penrice m d  
 Penrice v. Penrice eq r  
 Bainbridge v. Morgan m d  
 Stevens v. Robertson c  
 Rands v. Rands f c  
 Sneyton v. Dickinson m d  
 Swain v. Fulford f c and s  
 Penfold v. Reynell f c  
 Downs v. The Herne Bay, Hampton & Reculver Oyster Fishery Co. m d

Sherman v. Great Eastern Railway Co. m d  
 Eglin v. Dryden c (2nd cause day)  
 Laker v. Peasley c  
 Dutton v. Vincent c  
 Hilton v. Tipper c  
 Chadwick v. Saville appl. from Yorkshire County Court  
 Brown v. Collett m d  
 Purser v. Hogge m d  
 Hobson v. Great Eastern Railway Co. m d  
 Martin v. Pole m d  
 Drummond v. Drummond m d  
 Frowen v. The Local Board of Health in and for the District of Hastings, in the County of Sussex m d  
 Cluff v. Simpson m d  
 Davies v. Jones m d  
 Davies v. Jones c  
 Foster v. Henniker m d  
 Lawton v. Price f c  
 Poole v. Fleming f c  
 Alton v. Harrison f c and s  
 Poyser v. Harrison f c and s  
 Foulsham v. Foulsham f c and sum  
 Pearce v. The Great Eastern Railway Co. m d  
 Davies v. Robinson f c  
 Lloyd v. Chune f c  
 Walker v. Nugent m d  
 Bevan v. Evans f c  
 Herbert v. Herbert c  
 Edwards v. Gibbs m d  
 Archer v. Howard m d  
 Thackway v. Thackway f c  
 Cowper v. Gardner m d  
 Pascoe v. Nicholls m d  
 Burges v. Samler c  
 Block v. Archer f c  
 Gonner v. Bumstead c  
 Day v. Day f c  
 Sir J. T. Tyrrell, Bart., v. The Metropolitan Sewage and Essex Reclamation Co. m d  
 Turton v. Barber f c  
 Dujardin v. Mears m d  
 Hammond v. Le Blond f c  
 Blackmore v. The London and South-Western Railway Co. m d  
 Stevens v. The London, Brighton, and South-Coast Railway Co. m d  
 Auster v. Haines f c  
 Wells v. Flight f c  
 Aiken v. Locke f c  
 Craig v. Tudor f c  
 Atwood v. Edwards m d

BEFORE VICE-CHANCELLOR SIR RICHARD MALINS.

*Causes, &c.*  
 Dierden v. Villiers plea of Deft. Villiers  
 Dierden v. Villiers plea of Deft. Hope  
 Earl Vane v. Rigden d  
 Cannon v. Crew d  
 Johnson v. Hodgson c wit  
 International Bank (Limited) v. Gladstone m d  
 Attorney-General v. Earl of Lonsdale c  
 Bruce v. Brown m d  
 Porteus v. Turner m d  
 Bell v. Moore c  
 Woodhouse v. Sebborn c, wit to be cross-examined, pthd  
 Michael v. Fripp c  
 Bowden v. Bowden m d (April 20)  
 Cochran v. Rowles m d  
 Davies v. Evans f c  
 Madge v. Tucker c (April 21)  
 Prudential Assurance Co. v. Thomas m d  
 Simcoe v. Fowler m d  
 Philipps v. Evans m d  
 Plant v. Brandon c wit (April 28)  
 Farmer v. Farmer m d  
 Breckon v. Russell m d  
 Rawlings v. The Metropolitan Railway Co. m d  
 Onslow v. The Metropolitan Railway Co. m d  
 Longcroft v. The Carmarthen & Cardigan Rail. Co. m d  
 Bath v. Bath m d  
 Nunn v. Jay m d  
 Butler v. Cumpston m d  
 Cox v. Smith m d  
 Muggoridge v. Adams m d  
 Ashman v. James c  
 Clayton v. Goucher c  
 Southee v. James m d  
 The Metropolitan Board of Works v. Sant m d  
 Parker v. Stones m d  
 Cork v. Porter f c  
 Gardiner v. Hoy m d  
 White v. The British Mutual Life Assurance Co. m d  
 Fordham v. Sworder m d  
 Bolden v. Adcock m d  
 Attlee v. Friday f c  
 Innes v. Nelson m d  
 Fraser v. Radloff m d  
 Lipscomb v. Lipscomb s c  
 Busby v. Borgnis m d  
 Sharpin v. Symons m d  
 Morris v. Walters m d  
 Symons v. The Metropolitan Railway Co. m d  
 Woolf v. The Metropolitan Railway Co. m d  
 Chaffers v. Chaffers m d  
 The Bristol Equitable Assurance Co. v. The Great Western Railway Co. m d

Burlesy v. Perrin m d  
 Beatty v. Curson m d  
 Inchbald v. Robinson c  
 Tooth v. Hallett m d  
 Fyche v. Fyche m d  
 Ringrose v. Dugdale m d  
 Morrill v. Withey f c  
 Judkin v. Allen m d  
 Benn v. Bates m d  
 Mathieson v. Harrod m d  
 The Midland Banking Co. (Limited) v. Chambers c  
 Travis v. Illingworth f c  
 Sale v. The Surrey & Sussex Junction Railway Co. m d  
 Hubbard v. Sir T. F. F. Boughey c  
 Adams v. Adams m d  
 Alecock v. Goddard m d  
 Tillet v. Andrews m d  
 Catton v. Young m d  
 Taylor v. Brithwaite m d  
 Thornton v. Morris c  
 Salt v. The Hereford, Hay, and Brecon Railway Co. m d  
 Paton v. Cladish m d  
 Radclyffe v. Barlow m d (16 April)  
 Justice v. Payne m d  
 Watt v. Muirhead m d  
 Hare v. The London, Brighton, and South Coast Railway Co. m d  
 Rivolta v. The Metropolitan Railway Co. c  
 O'Hare v. O'Hare f c  
 Maxwell v. Walters m d  
 Sherman v. Barrow m d  
 Marriott v. Abell f c  
 Parker v. Watson c  
 Kent v. Wickens m d  
 Pinsent v. The Vestry of the Parish of Kingsteinton m d  
 Brown v. Bruce c  
 Watson v. Newstead m d  
 Tredwell v. Gray m d  
 Turner v. Clowes c  
 Bryden v. Willett m d  
 Whittemore v. Whittemore m d  
 Greenside v. Duggan f c  
 Dixon v. Holden m d  
 Charrington v. Keech m d  
 O'Brien v. Davis m d  
 Beard v. Pontin m d  
 Hunt v. Tween m d  
 Stuart v. Pryor c  
 Symes v. The Cambrian Railways Co. c  
 Ladbroke v. Nunn f c  
 Walter v. Rutter f c  
 Miers v. Whiteley m d  
 Pilkington v. Myers f c  
 Dickinson v. Barelay m d  
 Sugden v. Shaw m d  
 Marks v. Marks



## BEFORE VICE-CHANCELLOR GIFFARD.

<i>Causes, &amp;c.</i>	Clay v. Adamson c
Marson v. The London, Chatham, and Dover Railway Co. c	Thomas v. Nurse m d
Jones v. The Cambrian Railways Co. d	The English Joint-Stock Bank (Limited) v. Mangles m d
Same v. Same d	Wilton v. Atkinson m d
Turner v. Fell d	Morris v. Randle c
Newall v. Telegraph Construction and Maintenance Co. (Limited) c w	Chillingworth v. Chillingworth s c
Newall v. Telegraph Construction and Maintenance Co. (Limited) trial without a jury	Williams v. Homfray c
Bovill v. Daw c wit	Mann v. Kendall c
Vivian v. Jervoise, Bart., m d	The Great Eastern Railway Co. v. Bolckow, Vaughan, & Co. (Limited) m d
Plant v. Daniell c w (20 April)	Reynardson v. Wilkin m d
Maitland v. Chartered Mercantile Bank of India, London, and China c	Salway v. Ogle m d
Robins v. Provincial Banking Corporation (Limited) m d	Hastings v. Symons m d
Attorney-General v. Edmunds c wit	Sichel v. The Mercantile & Exchange Bank (Limited) m d wit
Mann v. Grylls m d	The London Bank of Mexico & South America (Limited) v. Hart c
Herbert v. Barrett c	Spicer v. The Metropolitan Railway Co. m d
Bovill v. Brown c wit	Howard v. Walker m d
Crossley v. Dixon c	Wimble v. Miller m d
The Skegby Colliery Lime and Brick Co. (Limited) v. Abbott m d	Adams v. Hallett c
Ellis v. Carter m d	Coulthard v. Binfield m d
Taylor v. Broadwater m d wit	Thomas v. Lewis m d
Duke of Beaufort v. The Llanelly Railway & Dock Co. m d	Stagland v. Gardner m d
Ferrier v. Atwool c (27 April)	Juniper v. Batchelor c
Atwool v. Ferrier c	Phillips v. Grime m d
Tennant v. Trenchard m d	Brenand v. Miller m d
Chapman v. Watson m d wit (16 April)	Arrizoni v. Guanzirolti c
Watson v. Chapman c m d wit	Cox v. Bennett m d
Cooper v. Hoar c wit (4 May)	Dear v. Webster m d
Nichol v. Pease c wit (16 April)	Lockwood v. The London & North Western Railway Co. m d
The Imperial Bank of China, India, and Japan (Limited) v. The Bank of Hindustan, China, and Japan (Limited) m d	Henry v. Wyatt c
Garraway v. Garraway c	Symes v. Holmes m d
Miller v. Owen c	Earl of Ashburnham v. The London, Brighton, & South Coast Railway Co. m d
	Morton v. Blenkarn m d
	Davis v. Holland c
	Dobson v. Bowness trial by jury
	Carter v. Ellis m d
	Peirce v. Worth m d
	Wilkinson v. Schneider m d
	Tomlinson v. Wall m d
	Abraham v. Pearce f c
	Collinson v. Norman m d
	McDonnell v. Levick m d
	Newton v. Cottam f c
	Dinevor v. Baskcomb m d

## PUBLIC COMPANIES.

## ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, April 9, 1868.

[From the Official List of the actual business transacted.]

## GOVERNMENT FUNDS.

3 per Cent. Consols, 93½  
 Ditto for Account, May 5, 93½  
 3 per Cent. Reduced, 92½  
 New 3 per Cent., —  
 Do. 3½ per Cent., Jan. '94  
 10. 2½ per Cent., Jan. '94  
 Do. 5 per Cent., Jan. '73  
 Annuities, Jan. '80 —

Annuities, April, '85 12½  
 Do. (Red Sea T.) Aug. 1908  
 Ex Bills, £1000, per Ct. 18 p m  
 Ditto, £500, Do — p m  
 Ditto, £100 & £200, — p m  
 Bank of England Stock, 5½ per Ct. (last half-year)  
 Ditto for Account,

## INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74,  
 Ditto for Account  
 Ditto 5 per Cent., July, '80 114½  
 Ditto for Account,  
 Ditto 4 per Cent., Oct. '83 101  
 Ditto, ditto, Certificates,  
 Ditto Enforced Ppr., 4 per Cent. 87½

Ind. Inf. Pr., 5 p Ct., Jan. '72  
 Ditto, 5½ per Cent., May, '79  
 Ditto, Debentures, per Cent., April, '61 —  
 D. Do., 5 per Cent., Aug. '73  
 D. Bonds, 5 per Ct., £1000, — p m  
 Ditto, ditto, under £1000, — p m

## RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing Price
Stock	Bristol and Exeter .....	100	83
Stock	Caledonian .....	100	71½
Stock	Glasgow and South-Western .....	100	103
Stock	Great Eastern Ordinary Stock .....	100	34½
Stock	Do., East Anglian Stock, No. 2 .....	100	7½
Stock	Great Northern .....	100	103
Stock	Do., A Stock* .....	100	98
Stock	Great Southern and Western of Ireland .....	100	96
Stock	Great Western—Original .....	100	80
Stock	Do., West Midland—Oxford .....	100	30
Stock	Do., do.,—Newport .....	100	30
Stock	Lancashire and Yorkshire .....	100	126
Stock	London, Brighton, and South Coast .....	100	51
Stock	London, Chatham, and Dover .....	100	18½
Stock	London and North-Western .....	100	114½
Stock	London and South-Western .....	100	86
Stock	Manchester, Sheffield, and Lincoln .....	100	45½
Stock	Metropolitan .....	100	115
Stock	Midland .....	100	105½
Stock	Do., Birmingham and Derby .....	100	74
Stock	North British .....	100	34
Stock	North London .....	100	116
10	Do., 1866 .....	7½	8½
Stock	North Staffordshire .....	100	58
Stock	South Devon .....	100	45
Stock	South-Eastern .....	100	75½
Stock	Taff Vale .....	100	144

\* A receives no dividend until 6 per cent. has been paid to B.

## MONEY MARKET AND CITY INTELLIGENCE.

The close of last week was marked by great dullness in the market for stocks and shares. This week opened with more firmness, and on Monday and Tuesday there was a slight rise in prices. But this improvement has not been fully sustained. We are now in the holidays and there is little likelihood of any animation in business for some time to come. Money is abundant, and rates for accommodation have undergone no substantial alteration.

**COMPLIMENTARY PRESENTATION TO A SOLICITOR.**—A complimentary presentation has just been made, which may be taken as a compliment to the profession, of a handsome silver salver to Mr. Alfred Henderson, of this city, by a number of the leading firms in Manchester, in recognition of services rendered by him in a case of some difficulty at the Bristol Court of Bankruptcy. The following is the inscription:—"Presented by Messrs. E. and J. Jackson, Messrs. Kershaw, Sidebottom, and Berry, Messrs. J. and N. Phillips and Co., Messrs. W. and J. Openshaw, Messrs. Penrose, Bailey, and John, on behalf of themselves and other firms in the wholesale drapery trade at Manchester and elsewhere, to Alfred Henderson, Esq., of Bristol, solicitor, in testimony of their appreciation of the energy and ability displayed by him in a case of much legal difficulty, and as a mark of their sense of his services therein.—*Bristol Times and Mirror*."

**FEMALE LAWYERS.**—A bill has passed the Iowa Senate which will gladden the hearts of the fair sex. It reads:—"Any person twenty-one years of age, who is actually an inhabitant of the State, and who satisfies any district court of this State that the said person possesses the requisite learning, and is of good moral character," shall be admitted to practise as an attorney in the different courts of the State. A correspondent says the wisdom of Blackstone and Coke hereafter will be nowhere, and that beautiful lawyeresses "with a bewitching smile and a sparkling eye" will turn jurymen's heads topsyturvy. The only remedy will be to give women a representation on the jury also. It takes a woman to read a woman.—*Toronto Globe*

## ESTATE EXCHANGE REPORT.

## AT THE MART.

March 31.—By Messrs. DEBENHAM, TEWSON, & FARMER.  
 Leasehold house, No. 194, Albany-road, Camberwell; term, 14½ years unexpired, free from ground-rent—Sold for £210.

## By Mr. SKINNER.

Leasehold house, No. 2, Cornwall-terrace, Creek Bridge-road, Deptford; let at £26 per annum; term, 76 years unexpired, at £3 per annum—Sold for £150.  
 Leasehold collar factory, in rear of above; let at £50 per annum; term similar to above, at £5 per annum—Sold for £305.  
 Leasehold piece of ground, situate in Kneet-street, Creek Bridge-road; term similar to above, at £3 per annum—Sold for £30.

## By Messrs. BROAD, PRITCHARD, &amp; WILTSHIRE.

Leasehold ground rents of £32 10s. per annum, arising from 7 houses in Russell-terrace, Holland-road, Brixton; term, 80 years from 1842—Sold for £340.

## By Messrs. ELLIS &amp; SON.

Leasehold residence, situate on Herne Hill, Surrey; term, 18½ years unexpired at £11 per annum—Sold for £1,310.

**BIRTHS, MARRIAGES, AND DEATHS.**

**BIRTHS.**

**BEAUMONT**—On April 2, at Great Coggeshall, Essex, the wife of Joseph Beaumont, Esq., Solicitor, 53, Coleman-street, London, of a daughter.  
**BEGG**—On April 4, at Abbey-gardens, St. John's-wood, the wife of David Gray Begg, Esq., of Lincoln's-inn, of a daughter.  
**BILLINGHURST**—On April 7, at 29, The Green, Stoke Newington, the wife of J. W. Billingham, Esq., Solicitor, of a son.  
**COLES**—On April 6, at Claremont House, Eastbourne, the wife of John Henry Campion Coles, Esq., Solicitor, of a daughter.  
**GRIFFITHS**—On April 3, the wife of George A. Griffiths, Esq., of The Lodge, Lodge-place, Regent's-park, and Great James-street, Bedford-row, of a daughter.  
**HARRISON**—On April 3, at 2, Kensington-crescent, the wife of Octavian B. C. Harrison, Esq., Barrister-at-Law, of the Inner Temple, of a son.  
**JENNINGS**—On April 4, the wife of E. B. Jennings, Esq., Solicitor, Burton-on-Trent, of a daughter.  
**REID**—On April 5, at 7, Pitt-street, Edinburgh, the wife of William Reid, Esq., W.S., of a son.  
**WALTERS**—On April 7, at Ewell, Surrey, the wife of William Melmoth Walters, Esq., of Lincoln's-inn, of a son.

**MARRIAGE.**

**GIBSON—COLLES**—On April 4, at St. Stephen's Church, Dublin, Edward Gibson, Esq., Barrister-at-Law, to Frances Maria, daughter of Henry Colles, Esq., Barrister-at-Law, of 29, Upper Mount-street, Dublin.

**DEATHS.**

**FOSBROOKE**—On March 24, at Rhyl, William B. Fosbrooke, Esq., Solicitor, late of Loughborough, London, and Liverpool, aged 72.  
**PARR**—On April 2, at 22, Buckland-crescent, South Hampstead, Mary, wife of John Edward Parr, Esq., of the Inner Temple.

**LONDON GAZETTES.**

**Winding-up of Joint Stock Companies.**

FRIDAY, April 3, 1868.

**LIMITED IN CHANCERY.**

**Daglan Hall Collieries Company (Limited)**—Petition for winding up, presented March 19, directed to be heard before Vice-Chancellor Malins on Friday April 17. Becke, Bedford-row, solicitor for the petitioners.  
**Imperial Steam and Household Coal Company (Limited)**—Petition for winding up, presented March 27, directed to be heard before Vice-Chancellor Malins, on April 17. Lawrence & Co, solicitors for the petitioner.  
**Town Gas Lighting and Coal and Coke Company (Limited)**—Creditors are required on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to William Robert Williams, Dolgellay. Thursday, May 21, at 11, is appointed for hearing and adjudicating upon the debts and claims.  
**Westminster Mining Company (Limited)**—Petition for winding up presented March 25, directed to be heard before Vice-Chancellor Malins, on April 17. Rooks & Co, Eastcheap, solicitors for the petitioners.

**STANNARIES OF CORNWALL.**

**Crowan and Wendron Tin and Copper Mining Company (Limited)**—Petition for winding up, presented March 2, directed to be heard before the Vice-Warden, at the College Hall, Exeter, on Monday, April 13, at 3.30. ARdavis intended to be used at the hearing in opposition to the petition, must be filed at the Registrar's office, Truro, on or before April 9. Roberts, Truro, solicitor to the petitioner.

TUESDAY, April 7, 1868.

**LIMITED IN CHANCERY.**

**General Provident Assurance Company (Limited)**—Petition for winding up, presented March 26, directed to be heard before Vice-Chancellor Stuart on April 17. Keene & Marsland, Lower Thames-st, solicitor for the petitioners.  
**Iron Ship Coating Company (Limited)**—Petition for winding up, presented March 27, directed to be heard before Vice-Chancellor Malins, on April 17. Waltons & Bubb, 65 Winchester-st, solicitors for the petitioners.  
**Palmer's Shipbuilding and Iron Company (Limited and Reduced)**—Creditors on or prior to March 7 are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Mr. Charles Child, Newcastle-upon-Tyne.  
**Taff Vale Coal and Coke Company**—Petition for winding up, presented April 7, directed to be heard before Vice-Chancellor Malins, on April 17. Vining & Son, Moorgate-st-bldgs, solicitors for the petitioners.

**Friendly Societies Dissolved.**

FRIDAY, April 3, 1868.

**Friendship Lodge No. 109, United Female Friendly Society, Angel Inn, Lancaster.** March 30.  
**Taunton Friendly Society, Taunton, Somerset.** March 31.

TUESDAY, April 7, 1868.

**Audlem Female Friendly Society, Audlem, Chester.** April 3.

**Creditors under Estates in Chancery.**

Last Day of Proof.

FRIDAY, April 3, 1868.

**Harvey, Chas, Charles-st, Stepney.** April 25. Harvey & Maythorn, V.C. Malins.  
**Heald, Geo, Garston, nr Lpool, Esq.** April 27. Davis & Heald, V.C. Malins.  
**Hibbert, Thos, Freeman's Folly, Hillingdon, Horse Dealer.** May 1. Hibbert & Griffiths, M. R.  
**Lane, John, Hanley Castle, Worcester, Farmer.** May 10. Whitehouse & Washbourne, V.C. Stuart.

**Mackey, Wm Hy, Southampton, Attorney.** May 6. Mackey & Mackey V.C. Stuart.  
**Santa Maria, Luis Ysao, Lpool, Merchant.** May 1. Santa Maria & Santa Maria, County Palatine of Lancashire.

TUESDAY, April 7, 1868.

**Winter, Geo, Palmshaw, Durham, Gent.** April 30. Smith & Lee, V.C. Giffard.

**Creditors under 22 & 23 Vict. cap. 35.**

Last Day of Claim.

FRIDAY, April 3, 1868.

**Aves, Matthew, Norwich, Gent.** July 4. Bignold, Norwich.  
**Baldwin, David, Greenhill nr Harrow, Licensed Victualler.** May Young & Jackson, Essex-st, Strand.  
**Dabbs, Wm, Lpool, Soda Water Manufacturers.** May. Toulman & Carruthers Lpool.  
**Ellis, Isaac, Middlesbrough, York, Brewer.** May 1. Brewster & Stubbs Middlesbrough.  
**Grant, Wm, St John-wood-rd, Esq.** April 15. Sole & Co, Aldermanbury.  
**Harvey, Sarah, Bagots Bromley, Stafford.** May 16. Lawley, Rugeley.  
**Helling, Joseph Norris, Hildrop-crescent, Gent.** July 1. Ivey Staple-inn.  
**Hodsdon, Joseph, Greenhill, Harrow, Farmer.** May 8. Young & Jackson, Essex-st, Strand.  
**Hoy, Jas Alex, Morpeth-st, Bethnal-green, Gent.** May 15. Steele & Sons, Bloomsbury-sq.  
**Hunt, Alfred Palmer, King's Lynn, Norfolk, Hosier.** May 16. Archer King's Lynn.  
**Kean, Chas John, Queensborough-ter, Bayswater, Esq.** May 8. Young & Jackson, Essex-st, Strand.  
**Kitching, John, Mansfield, Nottingham, Bank Manager.** April 29. Handley & Walkden, Mansfield.  
**Nicholls, Mary Ann, Otwell-ter, Paradise-rd, Stockwell.** May 1. Mackeson & Goldring, Lincoln's-inn-fields.  
**Rawding, John, Holywell-lane, Shoreditch, Tailor.** June 1. Hughes & Co, Austin-friars.

TUESDAY, April 7, 1868.

**Alston, Jas, Eaton, Buckingham, Hotel Keeper.** May 1. Edmonds & Mayhew, Carey-st, Lincoln's-inn.  
**Anderson, Jas, Cypress House, Dulwich, Esq.** May 20. Syms, Farnival's inn.  
**Coles, Hy Thos, Temple, Barrister-at-law.** May 12. Emmets & Co, Bloomsbury-sq.  
**Cross, Jane Mary, Suffolk, Spinster.** April 27. Palmer, Great Yarmouth.  
**Currah, Joseph, Darlington, Durham, Gent.** May 13. Hutchinson & Lucas, Darlington.  
**Day, Rev Chas, Mucking, Essex, Vicar.** July 18. Arnold, Gravesend.  
**Greive, Jas Hy, Bock-st, Spitalfields, Silk Dyer.** May 8. Farnes & Bernard, 61 Winchester-st.  
**Haddon, John, Millbrook, Southampton, Contractor.** June 1. Bradby & Co, Southampton.  
**Humphris, Wm, Puckham Farm, nr Cheltenham, Farmer.** June 1. Jossop, Cheltenham.  
**Hyne, Philip, Modbury, Devon, Gent.** May 1. Andrews, Modbury.  
**Jones, Richd, Norton in Hales, Salop, Farmer.** April 29. Heane, Newport.  
**Langton, Eliz, West hill, Wandsworth, Widow.** October 2. Rixon & Son, Cannon-st.  
**Morgan, John, Hereford, Grocer.** April 18. Garrod, Hereford.  
**Mori, Jomina Christiana Margaret, Bethnal-green-rd, Widow.** May 7. Phipps, Farringdon-st.  
**Simmons, Wm, Sheffield, Ironfounder.** May 15. Smith & Bardekin, Sheffield.  
**Starling, Saml, Southrepps, Norfolk, Farmer.** May 21. Scott, North Walsham.  
**Stevens, Wm Thos, Melbury Sampford, Dorset, Steward.** May 31. Baskett, Evershot.  
**Thwaites, John, Holes Foot, Westmorland, Gent.** May 16. Healls, Appleby.  
**Wagstaff, Chas, Cambridge, Brewer.** April 28. Shearman, Jermyn-st  
**Walsley, Seth, Preston, Lancaster. Corn Merchant.** May 9. Ascroft Preston.  
**Yates, Amos, Farnborough, Southampton, Contractor.** May 31. Eve, Aldershot.

**Deeds registered pursuant to Bankruptcy Act, 1861.**

FRIDAY, April 3 1868.

**Allen, Saml, Clondesley-ter, Liverpool-rd, Islington, Fruiterer.** March 20. Comp. Reg April 3.  
**Baines, Jas, Preston, Lancaster, Joiner.** March 23. Asst. Reg April 3.  
**Barth, Geo Hermann, Long-acre, Operative Chemist.** March 31. Comp. Reg April 2.  
**Bower, Ambrose, Keighley, York, Deerseller.** March 10. Comp. Reg April 3.  
**Brooks, Jas, Newtown, Cardiff, Grocer.** March 7. Asst. Reg April 1.  
**Brown, John Wm, Wellesley-rd, Wanstead, Stationer.** March 5. Comp. Reg April 1.  
**Brown, Harry, Woolwich, Licensed Victualler.** March 31. Comp. Reg April 3.  
**Caulfield, Jas, Manchester, Waste Dealer.** March 26. Comp. Reg March 31.  
**Clements, Eliz, & John Wm Wilkins, Bathampton, Somerset, Licensed Victuallers.** March 9. Asst. Reg April 1.  
**Coleman, Wm, & Saml Slater Thorpe, Hastings, Sussex, Upholsterers.** March 30. Asst. Reg April 2.  
**Crovo, Chas, Liverpool, Plumber.** March 26. Asst. Reg April 1.  
**Cupper, Geo, Abchurch-pl, Maid-a-vale, Lodging-house Keeper.** March 25. Comp. Reg April 2.  
**Cox, Maria, Cannon-st-rd, St George's-in-the-East, Tobacconist.** March 28. Comp. Reg March 31.

Craven, David, Woodside, Horsforth, York, Shopkeeper. March 13. Asst. Reg April 3.

Criper, Wm, Tavistock, Devon, Grocer. March 25. Asst. Reg April 3.

Criper, Wm, & Fras Edwards White, Tavistock, Devon, Grocers. March 10. Asst. Reg April 3.

Davies, Evan, Merthyr Tydvil, Glamorgan, Cabinet Maker. March 11. Comp. Reg April 1.

Davis, Elias, North Shields, Northumberland, Watchmaker. March 23. Comp. Reg April 2.

Deabill, Wm, Carlton, Nottingham, Baker. March 21. Comp. Reg April 1.

Dobson, Roger, Whitby, York, Jet Merchant. March 16. Asst. Reg April 2.

Dromtra, Friedrich Wilhelm Constantin, Upper Thames-st, Dealer in Coloured Fancy Paper. March 4. Comp. Reg March 31.

Drury, Mary Ann, Banbury, Oxford, Earthenware Dealer. March 20. Comp. Reg April 3.

Duncombe, Thos Hy, Blomfield-ter, Harrow-rd, Gent. April 3. Comp. Reg April 3.

Dunsdon, John, East Retford, Nottingham, Chemist. March 17. Asst. Reg April 2.

Fisher, Chas, Llandindno, Carnarvon, Licensed Victualler. April 1. Asst. Reg April 3.

Fryer, Thos Webb, Kingswood-hill, Gloucester, Surgeon. March 12. Comp. Reg April 3.

Gebbie, Jas, South Shields, Durham, Shoe Manufacturer. March 27. Comp. Reg March 31.

Goldberg, Judah, Cannon-st-rd East, Bootmaker, Feb 29. Comp. Reg April 2.

Gornall, Paul, Blackburn, Lancaster, Spindle Manufacturer. March 30. Comp. Reg April 1.

Greenland, Thos, Brecon, Grocer. March 27. Comp. Reg April 3.

Guthrie, Theodore Maine, Harrington-sq, Hampstead-rd, Gent. April 2. Comp. Reg April 3.

Harjette, Geo, City-rd, Bristol Assorter. March 7. Comp. Reg April 2.

Harris, Wm, Sheffield, Electro Plater. March 3. Comp. Reg March 31.

Holland, Jas Hy, Landport, Southampton, Smith. March 25. Asst. Reg April 2.

Holdsworth, Alice, Kingston-upon-Hull, Cooper. March 10. Comp. Reg April 1.

Howard, Ebenezer, Marlborough-rd, Peckham, out of business. March 14. Comp. Reg March 31.

Iles, Chas, Birm, Manufacturer of Hooks & Eyes. March 10. Asst. Reg April 3.

Isherwood, Wm, Bolton, Lancaster, Watchmaker. March 23. Asst. Reg April 3.

Jackson, Thos Storer, Bell-lane, Lower Sydenham, Travelling Draper. March 24. Comp. Reg April 1.

John, Philip, Abardare, Glamorgan, Grocer. March 12. Comp. Reg April 3.

Kennicott, Benj Centum, Monkwearmouth, Durham, Clerk. Feb 22. Comp. Reg April 2.

Laker, Wm, Lingfield, Surrey, Grocer. March 30. Comp. Reg April 2.

Lamprell, Wm Alliston, Charterhouse-sq, Builder. March 26. Comp. Reg April 3.

Lockwood, Benj, Hartlepool, Durham, Brewer. March 14. Asst. Reg April 1.

Lyall, Mary, Liverpool, Dealer in Berlin Wool. March 27. Comp. Reg April 3.

Noble, Edwd Cliff, Leeds, Tool Dealer. March 9. Asst. Reg April 3.

Pepper, Jas, & Wm Branson, Manch, Common Brewers. March 13. Asst. Reg April 2.

Pickles, Enoch, Brighouse, York, Fishmonger. April 1. Comp. Reg April 2.

Piper, Chas, Warwick-town, Redhill, Surrey, Grocer. March 16. Asst. Reg March 31.

Pitt, Joseph Knight, Minories, Cork Dealer. March 14. Comp. Reg March 31.

Portbury, Wm, Westbourne-grove, Paddington, Photographic Artist. March 27. Comp. Reg March 31.

Reese, Marianne, Surbiton, Surrey, Widow. March 31. Comp. Reg April 3.

Rees, Maria, Pembroke, Grocer. March 24. Comp. Reg April 3.

Roberts, Robt, Lpool, Draper. March 13. Comp. Reg April 2.

Robertson, Chas, Newcastle-upon-Tyne, Draper. March 7. Asst. Reg April 2.

Ryot, Thos Lamdin, Kintbury, Berks, Brick Manufacturer. March 6. Comp. Reg April 1.

Schumacher, Friedrich, Squirries-st, Bethnal-grn-rd. March 7. Comp. Reg April 2.

Sergeant, John, Cheltenham, Gloucester, Schoolmaster. March 28. Comp. Reg April 2.

Smith, Wm Hy, Edwd Alfred Smith, & John Jonas, Lendenhall-st, Merchants. March 30. Inspectorship. Reg April 1.

Stanford, Wm, Eastbourne, Sussex, Bootmaker. March 5. Comp. Reg April 1.

Steward, Saml, Elland, York, Greengrocer. March 7. Comp. Reg April 1.

Thomas, Thos Jas, John Love, & Elijah Love, Bristol, Builders. March 21. Asst. Reg April 1.

Tidswell, Thos, Nottingham, Comm Agent. March 30. Comp. Reg April 1.

Toms, Anthony Cornish, Plymouth, Devon, Omnibus Proprietor. March 27. Asst. Reg April 1.

Truman, Geo Fredk, Jamaica-rd, Bermondsey, Oilman. March 26. Comp. Reg April 2.

Turner, Eli, Broadway, Hammersmith, Cheesemonger. March 27. Asst. Reg April 2.

Utridge, Hy, Lindfield, Sussex, Grocer. March 10. Asst. Reg April 3.

Ward, Hy Cornwall, Brighton, Sussex, Hotel-keeper. March 27. Comp. Reg April 1.

Watson, Thos Wilkinson, Whitehorse-st, Ratchiffe, Carpenter. March 8. Comp. Reg April 2.

West, Edwin, Deal, Kent, Shipping Agent. March 31. Asst. Reg April 2.

Whitefoot, Hy, Wolverhampton, Stafford, Licensed Victualler. March 23. Comp. Reg April 2.

Williams, Wm, Llanelly, Carmarthen, Tailor. March 19. Asst. Reg April 3.

Williams, Evan, Penlan, Brecon, Farmer. March 12. Comp. Reg April 1.

Worthington, Arthur Harris, King-st, Hammersmith, Timber Merchant. March 6. Inspectorship. Reg April 3.

York, John, Wellingborough, Northampton, Coach Builder. March 23. Comp. Reg April 3.

## TUESDAY, March 8, 1868.

Ashurst, Thos, Pemberton, Lancaster, Shopkeeper. March 23. Inspectorship. Reg April 6.

Ball, Herbert Cannon, Borough-rd, Southwark, Tailor. April 2. Comp. Reg April 4.

Bean, Robt, Gt Yarmouth, Norfolk, Smack, Owner. March 11. Asst. Reg April 4.

Beaven, Edwd Jas, & Jas Edwd Beaven, jun, Norton, Davant, Wilts, Miller. March 9. Asst. Reg April 4.

Boase, Wm, Truro, Cornwall, Travelling Draper. April 1. Asst. Reg April 3.

Burt, Ephraim, Walworth-rd, Portmanteau, Maker. April 1. Comp. Reg April 6.

Casey, Hy, Three Colt-street, Limehouse, Cheesemonger. March 18. Comp. Reg April 3.

Clarke, Joseph Josiah, High-st, New Brentford, Draper. March 12. Comp. Reg April 6.

Clarke, Geo, Thornton, Fleet-st, Photographer. April 6. Comp. Reg April 7.

Clarke, Foster, Ewhurst, Sussex, Farmer. March 9. Asst. Reg April 3.

Dobinson, Michael, Stockton, Durham, Innkeeper. March 21. Asst. Reg April 3.

Eastley, Thos Godfrey, Wick-rd, South Hackney, Linen Draper. March 6. Comp. Reg April 3.

England, Joseph, North Audley-st Grosvenor-sq, Tailor. March 31. Comp. Reg April 4.

Eye, John Overy, Skinner-st, Clerkenwell, Grocer. April 1. Comp. Reg April 6.

Ewins, Thos, Ashington, Sussex, Grocer. March 7. Asst. Reg April 4.

Farwell Stephen Dennis, senr, & Stephen Dennis Farwell, junr, Dorset Builders. March 20. Comp. Reg April 3.

Fraser, Alfred, Alpha-ter, Roman-rd, North Bow, Tobaccoconk. April 1. Comp. Reg April 2.

Freeman, Richd, Barnsley, York, Hay Dealer. March 30. Comp. Reg April 4.

Graham, John, Birm, Warwick, Draper. March 16. Asst. Reg April 3.

Grainger, Mary Jane, Lee, Kent, Spinster. March 10. Comp. Reg April 6.

Guy, Thos, Wornbridge, Salop, Innkeeper. March 9. Comp. Reg April 4.

Hall, Wm, Willes-rd Kentish Town, Builder. March 27. Comp. Reg April 6.

Heard, Chas, Neath, Glamorgan, Storekeeper. March 12. Comp. Reg April 7.

Hiley, Thos, Gainsborough, Lincoln, Tanner. March 12. Asst. Reg April 4.

Hodge, Stephen, Lattingford, Kent, Builder. March 6. Asst. Reg April 2.

Holland, John, West Bromwich, Stafford, Grocer. March 14. Asst. Reg April 7.

Holliday, Wm, Southport, Lancaster, Joiner. March 11. Asst. Reg April 7.

Jones, Thos, Conway, Carnarvon, Timber Merchant. March 9. Comp. Reg April 4.

Jones, Thos, & Asher Hodgson, Wellington, Salop, Grocers. March 27. Comp. Reg April 6.

Kibble, Geo, Monumental Mason. March 14. Comp. Reg April 6.

Lawson, Anthony, Walker Gate, Northumberland, Draper. April 2. Comp. Reg April 6.

Loush, Danl Peter Joseph Aloysius, Hawley-villas Kentish Town Pianoforte String Maker, April 6. Comp. Reg April 7.

Mace, Septimus Weymouth, Dorset, Draper. March 24. Comp. Reg April 6.

Magness, Hy, Hereford, Innkeeper. March 17. Asst. Reg April 3.

Meadowcroft, Robt, Chesterton, Stafford, Grocer. April 1. Comp. Reg April 7.

Moore, Edwd, Lofthouse, York Grocer. March 27. Asst. Reg April 3.

Ocas, Elijah, Stafford, Mow Cop, Collier. March 28. Comp. Reg April 7.

Pidgeon, Thos, Tennis-pl, King-st, Southwark, Wheelwright. April 2. Comp. Reg April 6.

Rawcastle, Hy French, Newcastle-upon-Tyne, Grocer. March 11. Comp. Reg April 4.

Roberts, James, Eastbourne, Sussex, Printer. April 1. Comp. Reg April 6.

Robinson, John Hy, & Wm Dobson Wilson, Guisbrough, York, Tailors. March 18. Comp. Reg April 4.

Robinson, Hy Wm, Westow-st, Upper Norwood, Upholsterer. March 11. Asst. Reg April 6.

Robinson, Ebenezer Chas, Landport, Southampton, Grocer. March 13. Asst. Reg April 7.

Rogers, Joseph, Alfred-st, Bedford-sq, Gent. April 1. Comp. Reg April 7.

Rolls, Thos, Chipping Norton, Oxon, Draper. March 17. Asst. Reg April 6.

Rundle, Thos, Pierrepont-row, Islington, Gasfitter. April 2. Comp. Reg April 4.

Shillingford, Richd, Kentish-town-rd, Draper. March 25. Comp. Reg April 7.

Thompson, Hy Geo Boorn, Lpool, Merchant. March 25. Comp. Reg April 7.

Wadson, Chas Anthony, St Martin's-lane Map Mounter. April 6. Comp. Reg April 7.



Warhurst, Thos, Dove Holes, Derby, Contractor. April 4. Asst. Reg April 7.  
 Watson, Chas, Fredk, Thorney, Cambridge, Merchant. March 9. Asst. Reg April 6.  
 Wright, Wm Hayes, Mile-end-rd, Auctioneer. March 11. Comp Reg April 6.  
 Yeomans, Jas, Church-common, Layton, Broker. April 6. Comp. Reg April 7.

**Sanctuary.**

FRIDAY, April 3, 1868.

To Surrender in London.

Accomb, Jas, Lower Tooting, Surrey, Licensed Victualler. Pet March 28. April 20 at 12. Innes & Son, Leadenhall-st.  
 Baddley, Joseph, Jas, Steppney-sq, Mile End, no business. Pet March 31. Murray. April 20 at 1. Medall, Gresham bldg, Basinghall-st.  
 Barnes, Arthur, Elling, Southampton, Publican. Pet April 1. April 22 at 11. Drew, Raymond's-bldgs, Gray's-inn.  
 Bley, Ann, Marston, nr Oxford, Fonderer. Pet April 1. April 22 at 11. Dobbie, Basinghall-st.  
 Braddock, Jas Edwd, Hillingdon, Saddler. Pet March 28. April 20 at 1. Olive, Portmouth-st.  
 Buckland, Jas, Willesey-st, Stepney, Stipwright. Pet March 30. April 20 at 1. Stoddart, Arbour-st, Stepney.  
 Byramjee, Dadabhai, Belle-vue-villas, Seven Sisters-rd, out of business. Pet April 1. Pepps. April 28 at 12. Harcourt & Co, King's-arms-yard.  
 Bull, Wm, & Richd Jeffery, Tunbridge Wells, Kent, Bricklayers. Pet March 31. April 20 at 2. Sole & Co, Aldermanbury.  
 Cohen, Alfred John, Dagmar-rd, South Hackney, Sawyer. Pet March 27. Pepps. April 24 at 1. Marshall, Lincoln's-inn-fields.  
 Cooper, Wm, Ashton, Warwick, Attorney-at-Law. Pet March 31. Pepps. April 24 at 1. Stocken & Jupp, Leadenhall-st.  
 Cruse, Danl, The Broadway, Deptford, Hay Merchant. Pet April 1. Murray. April 20 at 2. Fiddell, Basinghall-st.  
 Cumming, Martin Luther, Prisoner for Debt, London. Pet March 27. April 20 at 12. Howard, Quality-ot, Chancery-lane.  
 Curtis, Hy, York-pl, High-st, Stoke Newington, Greengrocer. Pet March 30. Murray. April 20 at 1. Podmore, Union-st, Old Broad-st.  
 Degerdon, Lndwig, Prisoner for Debt, London. Pet March 30 (for paup).  
 Friedlander, Jacob, Julius, Fenchurch-bldgs. Pet March 31. April 20 at 2. Murray, 61 St Helens.  
 Kennett, Robt, Colchester, out of business. Pet March 30. Murray. April 20 at 12. Jones, Colchester.  
 Kirby, Geo, Norland-rd, Notting-hill, Grocer. Pet March 28. Roche. April 15 at 2. Lewis & Co, Old Jewry.  
 Kupitz, Ferdinand Kilian, Minorities, Chemist. Pet April 1. Roche. April 22 at 12. Steadman, London Wall.  
 Lancashire, Jas Blackburn, Prisoner for Debt, London. Pet March 30 (for paup).  
 Pessy, April 24 at 11. Pittman, Guildhall-chambers.  
 Mugeridge, Hy Ambrose, Adelaide-pl, Maple-rd, Penge, Upholsterer. Pet March 30. Pepps. April 24 at 11. Parry, Croydon.  
 Neal, Wm Geo, King-st, Cheapside, Warehouseman. Pet March 31. Pepps. April 25 at 1. Downing, Basinghall-st.  
 Nicholson, Fras Jardine, Bishopgate-st Without, Milliner. Pet April 1. Roche. April 22 at 11. Gontley, Bow-st, Covent-garden.  
 Overett, Thos, Sylvanus-row, Horney-rd, Baker. Pet April 1. Pepps. April 28 at 12. Nind, Basinghall-st.  
 Philo, Geo, East India Dock-rd, Poplar, Timber Dealer. Pet April 1. Murray. April 20 at 1. Buchanan, Basinghall-st.  
 Ravenscroft, Edwd Chas, Prisoner for Debt, London. Pet March 28 (for paup). Pepps. April 24 at 11. Pittman, Guildhall-chambers.  
 Rayment, Saml, Aldgate High-st, Carcass Butcher. Pet March 30. April 20 at 1. Waring, Bishopgate-st Without.  
 Ridgley, John, Dunbridge, Hants, Licensed Victualler. Pet April 1. Roche. April 22 at 11. Nind, Basinghall-st.  
 Sanders, Jas, Leighton Buzzard, Bedfordshire, Innkeeper. Pet March 30. Murray. April 20 at 12. Dobbie, Basinghall-st.  
 Simmonds, Jas, Camden-rd, Camden-town, Clerk of Works. Pet March 30. Murray. April 20 at 1. Marshall, Lincoln's-inn-fields.  
 Smith, Edwd Geo Hy, Old Broad-st, Stockbroker. Pet March 20. Pepps. April 28 at 1. Hare, Mitre-st, Temple.  
 Spratt, Fredk Horne Rush, Belvedere-rd, Lambeth, Veterinary Surgeon. Pet March 31. Murray. April 20 at 1. Rooke & Co, East-chapel.  
 Thomas, Edwin, Prisoner for Debt, London. Pet March 31. April 20 at 2. Drake, Basinghall-st.  
 White, Fras, Nunhead-lane, Peckham-rye, Licensed Victualler. Pet March 30. April 20 at 2. Webster, Serjeant's-inn, Fleet-st.  
 Wilson, Laban, Myrtle-st, Hoxton, Carman. Pet March 31. April 20 at 2. Brighten, Bishopgate-st Without.  
 Woodhams, Danl Thos, Kennington-lane, Attorney. Pet March 30. April 20 at 1. Carter, Leadenhall-st.

To Surrender in the Country.

Allen, Patrick, Prisoner for Debt, Walton. Adj Oct 18. Hime. Lpool, April 10 at 2.  
 Baskerville, Ralph Hancock, Cbridgse Stafford Engine Tenter. Pet April 1. Challinor. Hanley, May 9 at 11. Tennant, Hanley.  
 Baylis, Jas, Birm, Hairdresser. Pet March 30. Guest. Birm, April 24 at 10. Rowlands, Birm.  
 Bolton, Thos, Gniceley, York, Cloth Manufacturer. Pet March 30. Carr. Otley, April 18 at 11. Carr, Leeds.  
 Boxell, Fredk, Brighton, Sussex, Watchmaker. Pet March 26. Ever-shed. Brighton, April 15 at 11. Mills, Brighton.  
 Bryner, Robt, Brighton, Sussex, Harness Maker. Pet March 30. Evershed. Brighton, April 18 at 11. Lamb, Brighton.  
 Brown, Geo, Barrow-in-Furness, Lancaster, out of business. Pet March 31. Postlethwaite. Ulverston, April 13 at 10. Jackson, Ulverston.  
 Butt, Josiah, Swansea, Glamorgan, Licensed Victualler. Pet March 27. Morris. Swansea, April 10 at 2. Morris, Swansea.

Calderbank, Wm, Crewe, Chester, Journeyman Smith. Pet March 28. Brighton. Crewe, April 23 at 10. Cooke, Crewe.  
 Clarke, Francis, King's Lynn, Norfolk, Soda-water Manufacturer. Pet March 28. King's Lynn, April 14 at 11. Beloe, King's Lynn.  
 Colbourn, John, Litchurch, Derby, Higgler. Pet March 23. Weller. Derby, April 15 at 11. Heath, Derby.  
 Davies, John, Celyn Farm, Llanishan, Glamorgan, out of business. Pet March 30. Langley, Cardiff, April 14 at 11. Baby, Cardiff.  
 Dethick, Colnett, Lincoln, Boat Builder. Pet March 31. Staniland Boston, April 16 at 10. Bailes, Boston.  
 Douglas, Wm, Prisoner for Debt, Cardiff. Adj March 16. Wilde. Bristol, April 15 at 11.  
 Dunn, John, Bradford, York, Shopkeeper. Pet March 31. April 20 at 11. Green, Bradford.  
 Elliott, Benj, Sheffield, File Manufacturer. Pet April 1. Wako, Sheffield, April 15 at 1. Binney & Son, Sheffield.  
 Field, Chas, Hereford, Bricklayer. Pet March 31. Reynolds. Hereford, April 21 at 10. Harrold, Hereford.  
 Fox, Richd, Deal, Kent, Baker. Pet March 28. Hall. Deal, April 15 at 11.30. Deal, Deal.  
 Foxen, Wm, Prisoner for Debt, Lancaster. Adj March 18. Macrae. Manch, April 21 at 11.  
 Francis, Enoch, Prisoner for Debt, Cardiff. Adj March 16. April 15 at 11.  
 Fryers, John, Prisoner for Debt, Lancaster. Adj March 18. Macrae. Manch, April 21 at 11.  
 Gibson, Jas, Derby, Publican. Pet March 24. Weller. Derby, April 22 at 2. Briggs, Derby.  
 Gillard, Geo, Swansea, Glamorgan, Poulterer. Pet March 27. Morris Swansea, April 15 at 2. Clifton, Swansea.  
 Griffiths, Thos, Burslem, Stafford, Plasterer. Pet March 30. Challinor. Hanley, May 9 at 11. Tomkinson, Burslem.  
 Grubb, Richd, Derby, Weaver. Pet March 16. Weller. Derby, April 12. Smith Derby.  
 Hartwick, Jas, Tenbury, Worcester, Coal Dealer. Adj March 27. Norris. Tenbury, April 13 at 10.  
 Hastings, Joseph, Aberdare, Glamorgan, Greengrocer. Pet March 28. Rees. Aberdare, April 15 at 11.  
 Har, Wm Fellinging, Bristol Shoe Maker. Pet March 31. Wilde. Bristol April 15 at 11. Henderson, Bristol.  
 Hawkins, Hy, Newport, Isle of Wight, out of business. Pet March 31. Blake. Newport, April 15 at 12. Heeper, Newport.  
 Hawgood, Jas Dabbs, Portsea, Hants, Pork Butcher. Pet March 28. Howard. Portsmouth, April 18 at 12. Champ, Portsea.  
 Holden, John, Sale Moor, Chester, Comm Agent. Pet March 31. Macrae. Manch, April 20 at 12. Storer, Manchester.  
 Holland, Edwin, Summerhill, Stafford, Butcher. Pet April 1. Hill. Birm, April 17 at 12. Watson & Topham, Westbromwich.  
 Holmes, John Thos, Hanley, Stafford, Chemist. Pet March 30. Birm, April 17 at 12. Moxon, Hanley.  
 Hopkins, Wm, Vernon's Oak Farm, Derby, Farmer. Pet March 31. Tudor. Birm, April 21 at 11. Shaw, Tamworth.  
 Johns, Thos Wm, Aberdare, Glamorgan, Travelling Draper. Pet March 31. Rees. Aberdare, April 15 at 11. Simons, Merthyr Tydyl.  
 Jones, Wm, Aberdare, Glamorgan, Collier. Pet March 28. Rees. Aberdare, April 15 at 11. Rosser, Aberdare.  
 Kinkland, John, Biddig, Derby, Farmer. Pet March 31. Tudor. Birm, April 21 at 11. Tomkinson & Son, Ashbourne.  
 Lander, John, Litchurch, Derby, Builder. Pet March 24. Weller. Derby, April 22 at 12. Leech, Derby.  
 Lee, Richd, Oxford, Writer for the Press. Pet March 26. Dudley. Oxford, April 13 at 10. Thompson, St Ebbe's.  
 Lewis, Benj, Hirwaun, Glamorgan, Coal Miner. Pet March 30. Rees. Aberdare, April 15 at 11. Rosser, Aberdare.  
 Matthews, John, Joseph Walker, & Enoch Richardson, Leeds, Woollen Scrubblers. Pet April 1. Marshall, Leeds, April 16. Carr, Leeds.  
 Mawman, Joseph, Killoe, Durham, Innkeeper. Pet March 31. Green-well. Durham, April 15 at 11. Marshall, Jun, Durham.  
 McCarthy, Denis, Lpool, Pork Butcher. Pet March 30. Hime. Lpool, April 15 at 2. Thornley, Lpool.  
 Miller, John, Sheffield, Paper Hanger. Pet March 18. Wake. Sheffield, April 15 at 1. Micklethwaite, Sheffield.  
 Nott, Saml Letheby, Bristol, Hairdresser. Pet March 27. Harley. Bristol, April 24 at 12. Miller.  
 Parkinson, Edwd, Lpool, Cartowner. Pet March 30. Lpool, April 16 at 11. Ety, Lpool.  
 Pascoe, John, Trestrail, Cornwall, Farmer. Pet March 28. Gilbert. Truro, April 11 at 11. Carlyn & Paul, Truro.  
 Piew, Jas, Leeds, Stationer. Pet March 30. Marshall. Leeds, April 16 at 12. Granger & Son, Leeds.  
 Plummer, Jas, Bury St Edmund's, Suffolk, Innkeeper. Pet March 31. Collins. Bury St Edmunds, April 16 at 10. Leech, Bury St Edmunds.  
 Pope, Chas, St George's, Somerset, Beerhouse Keeper. Pet March 31. Harley. Bristol, April 24 at 12. Benson & Eliotson.  
 Prescott, Geo Wm, Stourbridge, Worcester, Attorney-at-Law. Pet March 31. Hill. Birm, April 17 at 12. James & Griffin, Birm.  
 Price, Edwd, Rhymney, Monmouth, Grocer. Pet March 31. Shepard. Tredegar, April 21 at 11. Piew, Merthyr Tydyl.  
 Ramsbottom, Joseph Ormerod, Birtle-own-Bamford, Lancaster, Dyer. Pet March 30. Macrae. Manch, April 20 at 11. Marsland & Addle-shaw, Manch.  
 Read, Wm, Lytham, Lancaster, Dealer in Fancy Goods. Pet April 1. Lpool, April 15 at 12. Bellringer, Lpool.  
 Remnant, Chas, Marchill, Sussex, Wheelwright. Pet March 27. Blag-den. Petworth, April 13 at 2. Downer, Petworth.  
 Richardson, Wm, Shottle, Derby, Farmer. Pet March 30. Ingle. Belper, April 16 at 10. Smith, Derby.  
 Robinson, Alfred, Yeaveley, Derby, Cattle Dealer. Pet March 31. Tudor. Birm, April 21 at 11. Leech, Derby.  
 Rogerson, Geo, Sheffield, Brass Turner. Pet April 1. Wako. Shef-field, April 15 at 1. Binney & Son, Sheffield.  
 Salt, Wm, Etwell, Derby, Blacksmith. Pet March 27. Weller. Derby, April 22 at 12. Heath, Derby.  
 Scarr, Geo, Leeds, out of business. Pet April 1. Marshall. Leeds, April 16 at 12. Rooke, Leeds.

Scarlin, Walter Jas, Long Sutton, Lincoln, Clerk. Pet April 1. Tudor. Birm, April 21 at 11. Brown & Co, Lincoln.  
 Simms, Saml, Bristol, Beer Retailer. Pet April 1. Harley. Bristol, April 24 at 12. Thick.  
 Simpson, John, Lpool, Joiner. Pet April 1. Hime. Lpool, April 16 at 3. Henry, Lpool.  
 Slater, John Hy, Brighton, Sussex, Comedian. Pet April 1. Ever-shed, Brighton, April 20 at 11. Holtbam.  
 Smith, Thos, Manch, Silk Finisher. Pet March 31. Macrae. Manch, April 24 at 12. Walmesley, Manch.  
 Soper, Jas, Underwood, Devon, Builder. Pet March 30. Pearce. East Stonehouse, April 18 at 11. Edmonds & Sons, Plymouth.  
 Stanmore, Hy, Bristol, Victualler. Pet March 25. Wilde. Bristol, April 18 at 11. Hobbs & Peters, Bristol.  
 Summer, Eliz, Long Eaton, Derby, Beerhouse Keeper. Pet March 6. Weller. Derby, April 15 at 12. Belk, Nottingham.  
 Swincoe, Thos, Belper, Derby, Tailor. Pet March 31. Tudor. Birm, April 21 at 11. Smith, Derby.  
 Terry, John, Southsea, Hants, Pontifer. Pet March 27. Howard. Portsmouth, April 18 at 12. Champ, Portsea.  
 Turner, Jas, Hastings, Sussex, Tobaccoist. Pet March 25. Young. Hastings, April 18 at 11. Philbrick, Hastings.  
 Wainwright, Wm, Burslem, Stafford, Grocer. Pet April 1. Challinor. Hanley, May 9 at 11. Tomkinson, Burslem.  
 Wallis, Thos, Long Eaton, Derby, out of business. Pet March 9. Weller. Derby, April 15 at 12. Smith, Derby.  
 Warrington, Jas, jun, Longton, Stafford, Beerhouse Keeper. Pet March 30. Keary. Stoke-upon-Trent, April 18 at 11. Young, Longton.  
 Wathall, Jas, Allestree, Derby, Labourer. Pet March 9. Weller. Derby, April 15 at 12. Briggs, Derby.  
 White, Wm, Derby, out of business. Pet March 23. Weller. Derby, April 22 at 12. Briggs, Derby.  
 Wolfe, Geo Chas, Bath, Beer Retailer. Pet March 30. Smith, Bath, April 14 at 11. Bartrum, Bath.

TUESDAY, April 7, 1868.

To Surrender in London.

Ager, Wm, Paul-st, Finsbury, Bootmaker. Pet April 2. Roche. April 22 at 12. Noon & Davies, New Broad-st.  
 Batty, John, Mount-st, Grosvenor-sq, Comm Agent. Pet March 31. Peysa. April 24 at 11. Nind, Basinghall-st.  
 Beard, Benj, Kingston-on-Thames, Surrey, Baker. Pet April 2. April 22 at 12. Beard, Basinghall-st.  
 Bell, Matthew, Devonport-road, Hammersmith, Mercantile Clerk. Pet April 2. Peysa. April 28 at 2. Kynaston, King's Arms-yard.  
 Brown, Arthur John, Layland-cottages, Lavender-rd, Dalston, out of business. Pet April 2. Peysa. April 28 at 1. Wood, Basinghall-st.  
 Cane, Wm, Pewsey, Wilts, Baker. Pet March 24. April 29 at 11. Wood & Co, Raymond's-bldgs, Gray's-inn.  
 Chisholm, Sarah, & Louisa Deebie, Torrett's-pl, Upper-st, Islington, Landresses. Pet April 1. Peysa. April 24 at 12. Brett, Carey-st, Lincoln's-inn.  
 Davis, John, Prisoner for Debt, Winchester. Adj March 20. Peysa. April 28 at 2.  
 Dolwin, Richd, Millbank-row, Westminster, Lighterman. Pet April 3. April 22 at 2. Webster, Basinghall-st.  
 Edwards, Wm Hy, Barrett-st, Lambeth, Whitesmith. Pet March 31. Peysa. April 22 at 12. Hicklin, Trinity-sq, Southwark.  
 Frampton, Wm, Gt College-st, Camden-town, Gold Chaser. Pet April 2. Roche. April 22 at 12. Olive, Portsmouth-st, Lincoln's-inn-fields.  
 Goulden, Chas Jonathan, Ryde, Isle of Wight. Pet April 1. April 22 at 12. Pittman, Guildhall-chambers, Basinghall-st.  
 Hall, Fredk Lemon, Coombe-st, City-rd, Grocer. Pet April 3. Murray. April 29 at 2. Lawrence & Co, Old Jewry-chambers.  
 Hewitt, Chas, Prisoner for Debt, London. Pet April 3 (for pau). Peysa. April 28 at 11. Drake, Basinghall-st.  
 Hollingsworth, Hy, Southsea, Hants, Printer. Pet March 21. Peysa. April 24 at 11. Stuart, New-inn, Strand.  
 Hughes, Wm, Lime-st, Gun Maker. Pet April 4. Murray. April 20 at 2. Parsons, King William-st, Charing-cross.  
 Jarvis, Wm, Prisoner for Debt, London. Pet April 4 (for pau). Roche. April 29 at 12. Drake, Basinghall-st.  
 Kempton, Alfred, Park-st, Victoria-pk-rd, Carpenter. Pet April 2. Peysa. April 28 at 1. Philp, Bucklersbury.  
 Martin, Jas Hy, Bouverie-st, Carman. Pet April 1. April 22 at 12. Rashleigh, Tokenhouse-chambers.  
 Myers, Edwd, Strand, Comm Agent. Pet April 3. Peysa. May 1 at 12. Tristram, Barge-yard-chambers, Bucklersbury.  
 Nye, Alfred, Brighton, Sussex, Coach Builder. Pet April 6. Roche. April 20 at 2. Treherne & Wolferton, Aldermanbury.  
 Pratt, Leonard Wortley, Downham-market, Norfolk, Linendraper. Pet April 2. April 22 at 12. Sole & Co, Aldermanbury.  
 Price, Jas, Barking, Essex, Bricklayer. Pet April 2. April 29 at 11. Warrand, Newgate-st.  
 Fryer, Alfd, Prisoner for Debt, London. Pet April 3 (for pau). Breamham. April 22 at 2. Hicks, Orchard-st, Portman-square.  
 Rawson, Saml, Onndle, Northampton, out of business. Pet April 3. Roche. April 23 at 12. Rocks & Co, Eastcheap.  
 Revely, Geo, Fras, Crystal Palace-lane, East Dulwich, Clerk. Pet April 3. Roche. April 23 at 12. Pittman, Guildhall-chambers, Basinghall-st.  
 Rogers, Nath Richmond, East Ham, Essex, Grocer. Pet April 4. Peysa. April 28 at 12. Spiller & Sons, South-pl, Finsbury.  
 States, Chas, Harwich, Essex, Licensed Victualler. Pet April 3. Peysa. April 28 at 1. Lewis & Co, Old Jewry.  
 Townsend, John, Prisoner for Debt, London. Pet April 3 (for pau). Roche. April 29 at 12. Hicks, Orchard-st, Portman-sq.  
 Travers, Helen Maria, Highland-villa, Central Hill, Norwood, Boarding-house Keeper. Pet March 31. April 22 at 11. Wood, Basinghall-st.  
 Trinder, Stephen Thos Brenon, High-st, Ealing, Furniture Dealer. Pet April 3. Peysa. April 28 at 2. Philp, Bucklersbury.  
 Walker, Wm Broadbelt, Gt Peter-st, Westminster, Licensed Victualler. Pet April 3. April 22 at 2. Nash & Co, Suffolk-lane.  
 Wells, Stanley Howard, & Saml Jacob Wells, Milk-st, Stuff Merchants.

Pet April 1. Peysa. April 28 at 12. Miller & Miller, Sherborne-lane.

To Surrender in the Country.

Aisthorpe, Thos, Welton, Lincoln, Labourer. Pet April 2. Uppley. Lincoln, April 18 at 11. Bromley, Lincoln.  
 Bollen, Alfd, Tor, Devon, Licensed Victualler. Pet April 1. Exeter, April 17 at 12. Flood, Exeter.  
 Chambers, John, West Hartlepool, Durham, Beerhouse-keeper. Pet April 4. Child. Hartlepool, April 18 at 11. Todd, Hartlepool.  
 Dean, Geo Jeremiah, Bilston, Stafford, Tin and Iron Plate Worker. Pet March 31. Brown. Wolverhampton, April 15 at 12. Waterhouse, Bilston.  
 Evans, John, Brierley-hill, Stafford, Grocer. Pet April 2. Walker. Dudley, April 18 at 12. Chulow, Brierley-hill.  
 Forester, Arthur, Chester, Greengrocer. Pet April 4. Lpool, April 20 at 11. Allen, Chester.  
 Fowler, Wm, Whitby, York, Jet Ornament Manufacturer. Pet April 1. Leeds, April 20 at 11. Hindmarch, Whitby.  
 Hayman, Saml, Torquay, Devon, Sawyer. Pet April 3. Pidsley, Newton Abbot, April 18 at 11. Hooper & Michelson, Newton Abbot.  
 Hitchman, Wm, Lpool, Apothecary. Pet April 4. Lpool, April 20 at 11. Drewe, Lpool.  
 Jackson, Wm Hy, Northampton, Journeyman Brickmaker. Pet April 2. Dennis. Northampton, April 18 at 10. Berke, Northampton.  
 Jackson, Wm Lownds, & Hy Griffiths, Westbromwich, Charter Masters. Pet April 3. Hill. Birm, April 17 at 12. James & Griffin, Birm.  
 Jones, Levi, Prisoner for Debt, Manch. Adj Feb 14. Hulston, Salford, April 18 at 9.30. Gardener, Manch.  
 Knewstun, Wm Holmes, Caspally, Glamorgan, Medical Dispenser. Pet April 2. Langley. Cardiff, April 18 at 1. Price, Pontypridd.  
 Lewis, John, Rhymney, Monmouth, Crocer. Pet April 4. Shepard. Tredagar, April 24 at 1. Plews, Merthyr Tydfil.  
 Louch, Chas, sen, Frattton, Portsea, out of business. Pet April 3. Portsmouth, April 18 at 12. Champ, Portsea.  
 Miles, Wm Willsher, Wolverhampton, Stafford, Grocer. Pet March 30. Brown. Wolverhampton, April 16 at 12. Cartwright, Wolverhampton.  
 Mills, Thos, Redruth, Cornwall, Auctioneer. Pet April 4. Exeter, April 20 at 11. Pitts, Exeter.  
 Murray, Wilcox, Stamford, Lincoln, Tailor. Pet April 1. Shield & Hough. Stamford, April 20 at 11. Stapleton, Stamford.  
 Norman, Thos, Halifax, York, out of business. Pet April 3. Rankin. Halifax, April 17 at 10. Holroyde & Smith, Halifax.  
 Pearce, Jas, Swansea, Glamorgan, Coal Shipper's Assistant. Pet April 3. Morris. Swansea, April 20 at 2. Field, Swansea.  
 Phillips, John, Bynmawr, Brecon, Innkeeper. Pet April 1. Shepard. Tredagar, April 24 at 11. Plews, Merthyr Tydfil.  
 Rees, Morgan, Kenfig-hill, Pyle, Glamorgan, Grocer. Pet April 4. Wilde. Bristol, April 18 at 11. Press & Co, Bristol.  
 Rees, Danl, Llysfior, Carmarthen, Grocer. Pet April 2. Owen. Naerth, April 22 at 10. Lascelles, Naerth.  
 Ridgway, Joseph Holdham, Birm, Leather Seller. Pet March 30. Guest. Birm, April 24 at 10. Parry, Birm.  
 Siers, Geo, Birt's Morton, Worcester, Beerhouse Keeper. Pet April 1. Gough. Gt Malvern, April 20 at 10. Wilson, Worcester.  
 Symmons, Wm, Llanbed Farm, Pembroke, out of business. Pet April 2. Wilde. Bristol, April 17 at 11. Beckingham, Bristol.  
 Thomas, David, Wrexham, Denbigh, Draper. Pet April 1. Lpool, April 21 at 11. Etty, Lpool.  
 Turner, Jas, Hastings, Sussex, Tobaccoist. Pet March 31. Young. Hastings, April 18 at 11. Philbrick, Hastings.  
 Turner, John, Dudley, Worcester, Coalmaster. Pet April 3. Hill. Birm, April 17 at 12. Stokes, Dudley.  
 Vickerman, Danl, Rastrick, York, Yarn Manufacturer. Pet April 3. Leeds, April 20 at 11. Jubb, Halifax.  
 Wake, Walter Sage, Westcombe, Somerset, Cattle Dealer. Pet April 2. Wilde. Bristol, April 17 at 11. Clifton, Bristol.  
 Walsh, Chas, Wakefield, York, Shoemaker. Adj March 17. Mason. Wakefield, April 22 at 9.30. Nettleton, Wakefield.  
 Watkins, John, Bensington, Oxford, Grocer. Pet April 1. Atkinson. Wallingford, April 17 at 12. Dodd, Wallingford.  
 Whitaker, Geo, resop, Derby, Licensed Victualler. Pet April 2. Macrae. April 21 at 12. Reddish, Manch.  
 Whiting, Wm, Drinkstone, Suffolk, Farmer. Pet March 31. Archer. Stowmarket, April 16 at 3. Walpole, Beyton.  
 Willis, Thos, Uffington, Berks, Grocer. Pet April 2. Crowdy. Far-ington, April 21 at 12. Lovett & Son, Crieklade.  
 Wilding, Edwd, Lpool. Draper. Pet April 1. Lpool, April 20 at 11. Evans & Co, Lpool.  
 Wray, Thos, Prisoner for Debt, Durham. Adj March 18. Bowes. Darlington, April 20 at 10. Nixon, Darlington.

BANKRUPTCIES ANNULLED.

TUESDAY, April 7, 1868.

Hobson, John, Nantwich, Chester, Boot Manufacturer. April 1.  
 Blayds, Robt, Sandbach, Chester, Hosier. April 3.

## GRESHAM LIFE ASSURANCE SOCIETY, 37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....

Introduced by (state name and address of solicitor)

Amount required £

Time and mode of repayment (i. e., whether for a term certain, or by annual or other payments)

Security (state shortly the particulars of security, and, if land or buildings, state the net annual income)

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connexion with the security.

By order of the Board,

F. ALLAN CURTIS, Actuary and Secretary.

**LAW.**—Wanted, a Situation as Book-keeper and General Clerk. Respectable references.—Address, A. B., 20, Belgrave-road, South Norwood, S.E.

**LAW.**—Wanted, in an office of moderate practice, an experienced Clerk in Conveyancing.—Applications, stating salary and where applicants have been engaged, to be addressed P. & B., care of Messrs. Moulton & Sons, 37, Chancery-lane, W.C.

**TO SOLICITORS.**—An excellent opportunity offers to a young Solicitor desirous of making a good income and good connections; a business of £500 to £1,000 a-year may be at once secured; about £1,000 will be required to be advanced.—Apply, in strict confidence, to A. R., care of Messrs. Smith & Co., 61, Moorgate-street.

Ready this day, price 1s. 6d., post free, with coloured diagrams, **COLLISION DIAGRAM**, showing the whole Rule of the Road at Sea, in a tabular and simple form. By W. A. OLIVER, Solicitor.  
London: JOSEPH FOSTER, 21, Featherstone-buildings, W.C.

**PROCESS SERVER.**—W. PARTON, 58, GEORGE'S-ROAD, HOLLOWAY, N. Writes, Citations, Summonses, Subpoenas, &c., served. Inquiries made in town or country. Instructions for post attended to forthwith. References to some of the first houses in London.

**TO SOLICITORS, &c.,** requiring DEED BOXES will find the best-made article lower than any other house. List of Prices and sizes may be had gratis or sent post free.  
RICHARD & JOHN SLACK, 336, Strand, opposite Somerset House  
Established nearly 50 years. Orders above £2 sent carriage free.

**SLACK'S SILVER ELECTRO PLATE** is a coating of pure Silver over Nickel. A combination of two metals possessing such valuable properties renders it in appearance and wear equal to Sterling Silver.

	Fiddle Pattern.		Thread.		King's.	
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Table Forks, per doz. ....	1 10 0	and 1 18 0	2 4 0	2 10 0		
Dessert ditto .....	1 0 0	and 1 10 0	1 12 0	1 15 0		
Table Spoons .....	1 10 0	and 1 18 0	2 4 0	2 10 0		
Dessert ditto .....	1 0 0	and 1 10 0	1 12 0	1 15 0		
Tea Spoons .....	0 12 0	and 0 18 0	1 2 0	1 5 0		

Every Article for the Table as in Silver. A Sample Tea Spoon forwarded on receipt of 30 stamps.  
RICHARD & JOHN SLACK, 336, STRAND, LONDON.

**SLACK'S FENDER AND FIRE-IRON WARE-HOUSE** is the MOST ECONOMICAL, consistent with good quality:—Iron Fenders, 3s. 6d.; Bronzed ditto, 8s. 6d., with standards; superior Drawing-room ditto, 14s. 6d. to 50s.; Fire Irons, 2s. 6d. to 20s. Patent Dish Covers, with handles to take off, 18s. set of six. Table Knives and Forks, 8s. per dozen. Roasting Jacks, complete, 7s. 6d. Tea-trays, 1s. 6d. set of three; elegant Papier Maché ditto, 20s. the set. Tompots, with plated knob, 5s. 6d.; Coal Scuttles, 2s. 6d. A set of Kitchen Utensils for cottages, 43s. Slack's Cutlery has been celebrated for 50 years. Ivory Table Knives, 14s., 16s., and 18s. per dozen. White Bone Knives and Forks, 8s., 9d. and 12s.; Black Horn ditto, 8s. and 10s. All warranted.

As the limits of an advertisement will not allow of a detailed list, purchasers are requested to send for their Catalogue, with 350 drawings, and prices:—Electro-Plate, Warranted Table Cutlery, Furnishing Ironmongery, &c. May be had gratis or post free. Every article marked in plain figures at the same low prices for which their establishment has been celebrated for nearly 50 years. Orders above £2 delivered carriage free per rail.

RICHARD & JOHN SLACK, 336, STRAND, LONDON,  
Opposite Somerset House.

## ORIENTAL BANK CORPORATION.

Incorporated by Royal Charter, 30th August, 1851.

Paid-up Capital £1,500,000; Reserved Fund, £441,000.

### COURT OF DIRECTORS.

CHAIRMAN—HARRY GEORGE GORDON, Esq.

DEPUTY-CHAIRMAN—WILLIAM SCOTT BINNEY, Esq.

James Blyth, Esq.  
Duncan James Kay, Esq.  
John Binny Key, Esq.

Alexander Mackenzie, Esq.  
Lestock Robert Reid, Esq.  
James Walker, Esq.

Charles J. F. Stuart, Esq., Chief Manager.

### BANKERS.

The Bank of England; The Union Bank of London.

The Corporation grant drafts and negotiate or collect bills payable at Bombay, Calcutta, Madras, Pondicherry, Ceylon, Hong Kong, Shanghai, Yokohama, Singapore, Mauritius, Melbourne, and Sydney, on terms which may be ascertained at their office. They also issue circular notes for the use of travellers by the Overland Route.

They undertake the agency of parties connected with India, the purchase and sale of Indian securities, the safe custody of Indian Government paper, the receipt of interest, dividends, pay, pensions, &c., and the effecting of remittances between the above-named dependencies.

They also receive deposits of £100 and upwards, repayable at ten days notice, and also for longer periods, the terms for which may be ascertained on application at their office.

Office hours, 10 to 3; Saturdays, 10 to 2.

Threadneedle-street, London 1867.

## SOVEREIGN LIFE ASSURANCE COMPANY,

Founded 1845,

and empowered by Special Act of Parliament.

### TRUSTEES.

THE EARL OF SHREWSBURY & TALBOT, C.B., &c., &c.  
SIR CLAUDE SCOTT, BART. | HENRY POWNALL, Esq.  
Annual Income, £120,000.

The principal features of the Office are

LIFE ASSURANCE FOR ALL AGES AT MODERATE RATES.

ANNUITIES GRANTED ON THE MOST LIBERAL TERMS.

ENDOWMENTS FOR CHILDREN.

ADVANCES MADE ON FREEHOLD, LEASEHOLD, REVERSIONARY, AND FIRST CLASS PERSONAL SECURITY.

Prospectuses, Forms, and every information can be obtained on application to

GEORGE J. ROW, CITY MANAGER,  
110, Cannon Street, E.C.

ACTIVE AGENTS WANTED.

## THE AGRA BANK (LIMITED).

Established in 1833.—Capital, £1,000,000.

HEAD OFFICE—NICHOLAS-LANE, LOMBARD-STREET, LONDON.

### BANKERS.

Messrs. GLYN, MILLS, CURRIE, & Co., and BANK OF ENGLAND.

BRANCHES in Edinburgh, Calcutta, Bombay, Madras, Kurrachee, Agr a Lahore, Shanghai, Hong Kong.

CURRENT ACCOUNTS are kept at the Head Office on the terms customary with London bankers, and interest allowed when the credit balance does not fall below £100.

Deposits received for fixed periods on the following terms, viz.:—

At 5 per cent. per annum, subject to 12 months' notice of withdrawal.  
At 4 ditto ditto 6 ditto ditto.  
At 3 ditto ditto 3 ditto ditto.

EXCEPTIONAL RATES for longer periods than twelve months, particulars of which may be obtained on application.

BILLS issued at the current exchange of the day on any of the Branches of the Bank free of extra charge; and approved bills purchased or sent on collection.

SALES AND PURCHASES effected in British and foreign securities, in East India Stock and loans, and the safe custody of the same undertaken.

Interest drawn, and army, navy, and civil pay and pensions realised.

Every other description of banking business and money agency, British and Indian, transacted.

J. THOMSON, Chairman.

## COLONIAL INVESTMENTS.—THE CEYLON COMPANY (LIMITED).

are prepared to effect Investments on Mortgage in Ceylon and Mauritius, with or without their guarantee, as may be desired. For further particulars application to be made at the office of the Company, Palmerston-buildings, Old Broad-street, London.

By order,

R. A. CAMERON, Secretary.

## DEBENTURES AT 5, 5½, and 6 per Cent. CEYLON COMPANY (LIMITED).

Subscribed Capital, £750,000.

### DIRECTORS.

LAWFORD AGLAND, Esq., Chairman.

Major General Henry Pelham Burn.  
Harry George Gordon, Esq.  
George Ireland, Esq.

Duncan James Kay, Esq.  
Stephen F. Kennard, Esq.  
P. F. Robertson, Esq., M.P.

Manager—C. J. BRAINE, Esq.

The Directors are prepared to issue Debentures on the following terms viz.:—For one year at 5 per cent., for 3 years at 5½, and for 5 years and upwards at 6 per cent. per annum.

Applications for particulars to be made at the office of the Company Palmerston-buildings, Old Broad-street, London.

By order,

R. A. CAMERON, Secretary.

## TWENTY THOUSAND POUNDS to be advanced

on application, in sums of £100 and upwards by the

PLANET PERMANENT BUILDING AND INVESTMENT SOCIETY

Upon mortgage of House Property situate in any part of the United Kingdom.

Monthly Repayments, including principal and interest, for each £100 advanced (less a small premium):—

6 years.	8 years.	10 years.	12 years.	14 years.
£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
1 13 2	1 6 2	1 1 10	0 19 2	0 17 0

Redemption at any time by payment of balance of principal due.

Established by Act of Parliament Twenty years.

Annual business exceeds £100,000.

EDMUND W. RICHARDSON, Secretary.

Offices, 7, Finsbury-square, London, E.C.



# Clerical, Medical, & General Life Assurance Society.

13, ST. JAMES'S SQUARE, LONDON, S.W.

ESTABLISHED 1824.

President—THE ARCHBISHOP OF CANTERBURY.  
Chairman—RIGHTHON. JOHN ROBERT MOWBRAY, M.P.  
Deputy-Chairmen—{ WILLIAM BOWMAN, Esq., F.R.S.  
SIR CHARLES LOCOCK, BART., F.R.S.

## Financial Results of the Society's operations.

THE ANNUAL INCOME, steadily increasing, exceeds	£218,000.
THE ASSURANCE FUND, safely invested, is over	£1,507,000.
THE BONUS ADDED TO POLICIES at the last Division was	£272,682.
THE TOTAL CLAIMS BY DEATH paid amount to	£2,369,867.

## The following are among the distinctive features of the Society:—

**CREDIT SYSTEM.**—On any Policy for the whole of Life, where the age does not exceed 60, one half of the Annual Premiums during the first five years may remain on credit, and may either continue as a debt on the Policy, or be paid off at any time.

**LOW RATES OF PREMIUM FOR YOUNG LIVES,** with early participation in Profits.

**ENDOWMENT ASSURANCES** may be effected, without Profits, by which the Sum Assured becomes payable on the attainment of a specified age, or at death, whichever event shall first happen.

**INVALID LIVES** may be assured at rates proportioned to the increased risk.

**PROMPT SETTLEMENT OF CLAIMS.**—Claims paid *thirty* days after proof of death.

The Reversionary Bonus at the Quinquennial Division in 1867 averaged 45 per Cent., and the CASH BONUS 26 per Cent., on the Premiums paid in the 5 years.

The next DIVISION OF PROFITS will take place in January, 1872, and persons who effect NEW POLICIES BEFORE THE END OF JUNE NEXT will be entitled at that Division to one year's additional share of Profits over later Entrants.

Table of Rates and Forms of Proposal can be obtained of any of the Society's Agents, or of

GEORGE CUTCLIFFE, ACTUARY AND SECRETARY,  
13, St. James's-square, London, S.W.

## COMMISSION.

Ten per cent. on the First Premium, and Five per Cent. on Renewals, is allowed to Solicitors. The Commission will be continued to the Person introducing the Assurance, without reference to the channel through which the Premiums may be paid.

## WHITTINGTON LIFE ASSURANCE COMPANY.

CHIEF OFFICE—37, MOORGATE STREET, LONDON.  
BRANCH OFFICE—59, PICCADILLY, MANCHESTER.

MODERATE RATES of Premiums—especially for young lives.  
BONUSES have been declared in 1860, 1863, and 1866.  
POLICIES made payable during life-time.

INVALID AND SECOND-CLASS LIVES insured on a new principle.

ALFRED T. BOWSER, Manager.

## BONUS YEAR.

## PELICAN LIFE INSURANCE OFFICE

(ESTABLISHED IN 1797.)

No. 70, Lombard-street, E.C., and 57, Charing-cross, S.W.

## DIRECTORS.

Henry Robert Brand, Esq.	Kirkman D. Hodgson, Esq., M.P.
Octavius E. Coope, Esq.	Henry Lancelot Holland, Esq.
John Coope Davis, Esq.	Sir John Lubbock, Bart., F.R.S.
Thomas Henry Farquhar, Esq.	Benjamin Shaw, Esq.
Chas. Emanuel Goodhart, Esq.	Marmaduke Wyvill, Jun., Esq., M.P.
Jas. A. Gordon, Esq., M.D., F.R.S.	

ROBERT TUCKER, Secretary and Actuary.

**NOTICE.**—The next Distribution of Profit will be made at the end of the present year. All Policies effected before the 1st July next on the "return system" will participate.

The last Bonus varied from 38 to 60 per cent. on the premiums paid.

Loans in connection with Life Assurance, upon approved security, in sums of not less than £500.

For prospectuses and forms of proposal apply to the Secretary, or to any of the Company's Agents.

## THE LIVERPOOL and LONDON and GLOBE INSURANCE COMPANY.

Offices—1, Dale-street, Liverpool; 7, Cornhill; and Charing Cross, London.

The Invested Funds now amount to.....	£3,401,055
The Fire Revenue to.....	836,816
And that of the Life to.....	259,039

The moderate rates of premium, with a guaranteed fixed Bonus for the Life Policies of this Company, and their value as SPECIAL SECURITIES to third parties, render them particularly advantageous. Whole world leave is granted on reasonable terms, and claims are paid thirty days after admission.

JOHN ATKINS, Resident Secretary.

**ALBERT LIFE ASSURANCE COMPANY, 7, WATERLOO-PLACE, PALM-MALL.** Established 1833. Subscribed Capital, Half-a-million sterling. Annual Income exceeds Three hundred thousand pounds.

**INVALID LIFE DEPARTMENT.**—In addition to the advantages usually offered by other Life Assurance Offices, the Albert Assurance Company possesses a feature of peculiar interest to the public. From accurately-constructed tables of the risk attendant upon disease, it is enabled to assure, upon equitable terms, lives that, either from organic disease or other causes, are not accepted by other offices.

**HEALTHY LIVES.**—Assurances are effected, at home and abroad, on healthy lives, applicable to every life contingency, at as moderate rates as the most recent data will allow. The premiums can be paid yearly, half-yearly, or quarterly.

**INDIAN BRANCH.**—Premiums for India (both civil and military) have been computed on the actual results of European life in that dependency, extending over the East India Company's experience, and will be found generally lower than those of other companies.

FRANK EASUM, Secretary.

## ROYAL INSURANCE COMPANY.

LOMBARD-STREET, LONDON, and NORTH JOHN-STREET, LIVERPOOL.

CAPITAL, £2,000,000.

LIFE BONUSES hitherto among the largest ever declared by any Office.

**SPECIAL NOTICE.**—All new participating Life Assurances now effected will share in an increased proportion of the Profits, in accordance with the Resolution of last Annual meeting.

**FIRE.**—Moderate Premiums.

ANNUAL INCOME nearly £800,000.

PERCY M. DOVE, Manager and Actuary.

JOHN B. JOHNSTONE, Secretary in London.